

City of Wichita Falls City Council Agenda



Stephen Santellana, Mayor
Bobby Whiteley, Mayor Pro Tem/At Large
Michael Smith, District 1
Larry Nelson, District 2
Jeff Browning, District 3
Tim Brewer, District 4
Steve Jackson, District 5



Darron Leiker, City Manager
Kinley Heggglund, City Attorney
Marie Balthrop, City Clerk

Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, July 19, 2022, Beginning At 8:30 A.M.

This meeting can be accessed and viewed at the following locations:

- 1. A livestream will be shown on the Spectrum/Time Warner Cable Channel 1300**
- 2. A livestream will be shown on the City's Facebook page (City of Wichita Falls, Texas Government) (<https://www.facebook.com/CityofWF>)**
- 3. A video of the meeting will be posted on the City's YouTube page (<https://www.youtube.com/cityofwf>)**

Item #

1. Call to Order
2. (a) Invocation: Reggie Coe, Chaplain
Grace Church
- (b) Pledge of Allegiance
3. Presentations
- (a) Employee of the month – Luis Trillo, Public Works – Street Maintenance Division

CONSENT AGENDA

4. Approval of minutes of the June 21, 2022, Regular Meeting of the Mayor and City Council.

5. Receive Minutes

- (a) Library Advisory Board, March 22, 2022
- (b) Wichita Falls-Wichita County Public Health Board, March 25, 2022
- (c) Landmark Commission, April 26, 2022
- (d) Park Board, April 28, 2022
- (e) Construction Board of Adjustment, June 13, 2022
- (f) Lake Wichita Revitalization Committee, June 14, 2022

REGULAR AGENDA

6. Ordinances

- (a) Conduct a public hearing and take action on an ordinance adopting the 2018 International Swimming Pool and Spa Code (ISPSC) and associated amendments.
 - i. Public Hearing
 - ii. Take Action
- (b) Ordinance amending Chapter 22 Article III of Buildings and Building Regulations to formally adopt the 2017 National Electric Code and removing reference to the Board of Electrical Examiners and making grammatical and semantic clarifications, and providing for codification
- (c) Ordinance authorizing the City Manager to approve a request from Lloyd Taylor to vacate and abandon a portion of Kenley Avenue consisting of approximately 0.15 acres running North and South along Central Freeway
- (d) Ordinance appointing a Municipal Judge for a term of two years to begin on August 1, 2022

7. Public Hearings

- (a) Public Hearing to receive citizen comments concerning Redistricting of City Council Districts
- (b) Public Hearing to receive citizen comments concerning the proposed Substantial Amendment to the 2019 Community Development Block Grant (CDBG) Annual Action Plan to reallocate \$600,305 and continue certain previous programmed funding through the CDGB – Coronavirus program
- (c) Public Hearing to receive citizen comments concerning the proposed Substantial Amendment to the 2021 Community Development Block Grant (CDBG) Annual Action Plan and the Draft HOME-American Rescue Plan (HOME-ARP) Allocation Plan to allocate \$1,572,080 in funding

- (d) Public Hearing to receive citizen comments on Action Plan to allocate FY 2022-2023 Community Development Block Grant (CDBG) funds in the amount of \$1,203,986, and FY 2022-2023 HOME Investment Partnership Program (HOME) funds in the amount of \$449,845

(8) Resolutions

- (a) Conduct a public hearing to receive citizen comments and take action on a resolution for the proposed 2022 Third Year Annual Action Plan of the adopted Five Year 2020-2024 Public Housing Agency (PHA) Plan.
 - i. Public Hearing
 - ii. Take Action
- (b) Resolution awarding Construction Services Contract to MARRS Patriot Construction, LLC for the Health Department, Women, Infants and Children Ramp Renovation Project for the amount of \$104,566.88
- (c) Resolution authorizing the City Manager to apply for the FY 2022 Patrick Leahy Bulletproof Vest Partnership Grant in the amount of up to \$11,025.00
- (d) Resolution approving the programs and expenditures of the Wichita Falls 4B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$35,000 to Downtown Wichita Falls Development, Inc. (DWFD) for the purchase and installation of various streetscape elements downtown

9. Other Council Matters

- (a) Staff Reports
 - a. Wichita Falls Parks Presentation by the Park Board
- (b) Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.

10. Comments from the public to members of the city council concerning items that are not on the city council agenda. People wishing to address the council should sign up prior to the start of the meeting. A three-minute time frame will be adhered to for those addressing their concerns. Since comments from citizens are not posted agenda items, the City Council is prohibited from deliberating or taking any action, other than a proposal to place the item on a future agenda. Staff may provide factual statements in response to inquiries or recite existing policy.

11. Executive Sessions

- (a) Executive Session in accordance with Texas Government Code § 551.072, to deliberate the purchase, exchange, lease, or value of real property interests due to the fact that deliberation in an open meeting would have a

detrimental effect on the position of the City in negotiations with a third party (including, but not limited to, the purchase and/or value of Kenley Avenue).

- (b) Executive session in accordance with Texas Government Code §551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, dismissal of a public officer or employee (including, but not limited to: the Municipal Court Judge, 4B Sales Tax Corporation, Helen Farabee Board of Trustees, Housing Authority Board, and Planning and Zoning Commission).
- (c) Executive Session in accordance with Texas Government Code § 551.087, to discuss or deliberate the offer of a financial or other incentive to a business prospect that the City Council seeks to have, locate, stay, or expand in or near the territory of the City of Wichita Falls and with which the City and/or economic development corporations created by the City are conducting economic development negotiations (including, but not limited to, DWFD).

12. Appointments and Actions regarding Boards and Commissions

- a. 4B Sales Tax Corporation
- b. Helen Farabee Board of Trustees
- c. Housing Authority Board
- d. Library Advisory Board
- e. Park Board
- f. Planning and Zoning Commission

13. Adjourn

Spanish language interpreters, deaf interpreters, Braille copies or any other special needs will be provided to any person requesting a special service with at least 24 hours' notice. Please call the City Clerk's Office at 761-7409.

Every item on this agenda shall be considered a public hearing. Regardless of the agenda heading under which any item is listed, any word or phrase of any item listed on this agenda shall be considered a subject for consideration for purposes of the Texas Open Meetings Act and other relevant law, and City Council may deliberate and vote upon any such subject and resolutions related thereto. Resolutions, ordinances, and other actions concerning any word, phrase, or other subject may be voted upon, regardless of any language of limitation found in this agenda or any document referring to such action. Any penal ordinance, development regulation or charter provision of the City of Wichita Falls or item which is funded by the current or next proposed City of Wichita Falls budget, including, without limitation, any street, water pipe, sewer, drainage structure, department, employee, contract or real property interest of the City of Wichita Falls, may be discussed and deliberated, and the subject is hereby defined as such without further notice. Any item on this agenda may be discussed in executive session if authorized by Texas law regardless of whether any item is listed under "Executive Sessions" of this agenda, regardless of any past or current practice of the City Council. Executive sessions described generally hereunder may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice. Executive sessions described generally hereunder are closed meetings, may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice, and may include

items under Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.084, and/or 551.087.

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Memorial Auditorium, Wichita Falls, Texas on the 13th day of July, 2022 at 4:15 o'clock p.m.



City Clerk

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Employee of the month.

INITIATING DEPT: Public Works

HIRED: June 29, 1994

PRESENT POSITION: Heavy Equipment Operator

COMMENTARY: Presentation of the Employee of the Month Award (plaque, letter of appreciation, dinner for two and check for \$100) to Luis Trillo.

☒ Director of Human Resources

ASSOCIATED INFORMATION: Narrative

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**



City of Wichita Falls
City Council Meeting
Minutes
June 21, 2022



Item 1 - Call to Order

The City Council of the City of Wichita Falls, Texas met in regular session at 8:30 a.m. on the above date in the Council Chambers at Memorial Auditorium with the following members present.

Bobby Whiteley	-	Mayor Pro Tem/At-Large
Tim Brewer	-	Councilors
Jeff Browning	-	
Larry Nelson	-	
Michael Smith	-	
Darron Leiker	-	City Manager
Kinley Hegglund	-	City Attorney
Marie Balthrop	-	City Clerk

Absent: Mayor Stephen Santellana, Councilor Steve Jackson, District 5

Mayor Pro Tem Whiteley called the meeting to order at 8:30 a.m.

Item 2a – Invocation

Pastor Al Easterling, St. Mark's United Methodist Church, gave the invocation.

Item 2b – Pledge of Allegiance

Mayor Pro Tem Whiteley led the Pledge of Allegiance.

Item 3 – Proclamation, National Cowboy Month – Texas Ranch Roundup, Cowboy True, and PRCA Rodeo

8:32 a.m.

Mayor Pro Tem Whiteley read a proclamation proclaiming July 2022 as National Cowboy Month in Wichita Falls and he encouraged all citizens to celebrate the history and culture of the Cowboy.

- - - - -

Item 4-5 – Consent Items

8:40 a.m.

Darron Leiker, City Manager, gave a briefing on the items listed under the Consent Agenda.

Moved by Councilor Browning to approve the consent agenda.

Motion seconded by Councilor Smith and carried by the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

Item 4 – Approval of Minutes

- (a) City Council Meeting June 7, 2022, Regular Meeting
- (b) City Council Meeting June 14, 2022, Special Meeting

Item 5 – Receive Minutes

- (a) Construction Board of Adjustment, March 23, 2022
- (b) Lake Wichita Revitalization Committee, May 10, 2022
- (c) Planning and Zoning Commission, May 11, 2022

- - - - -

Item 6a – Ordinance 22--2022

8:41 a.m.

Ordinance making an appropriation to the Special Revenue Fund for HIV/STD-DIS Prevention Services grant funding in the amount of \$149,955 received from the Department of State Health Services and authorizing the City Manager to execute contract accepting same.

Moved by Councilor Brewer to approve Ordinance 22-2022.

CITY COUNCIL MINUTES
June 21, 2022
PAGE 2 OF 9

Motion seconded by Councilor Browning and carried by the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

- - - - -

Item 6b – Ordinance 23-2022

8:42 a.m.

Ordinance canceling the regularly scheduled Council meeting on July 5, 2022.

Moved by Councilor Brewer to approve Ordinance 23-2022.

Motion seconded by Councilor Browning and carried by the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

- - - - -

Item 7a – Resolution 71-2022

8:43 a.m.

Resolution re-appointing Darron Leiker and Holly Lane to the Wichita County-City of Wichita Falls Hospital Board.

Moved by Councilor Smith to approve Resolution 71-2022.

Motion seconded by Councilor Browning and carried with the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

- - - - -

Item 7b – Resolution 72-2022

8:45 a.m.

Resolution authorizing the City Manager to execute an AIA Architect Agreement with Gerri A. Kielhofner, AIA – Architect doing business as gak Architect to prepare building

permit/construction documents for renovation to the Ray Clymer Exhibit Hall in the amount of \$95,500.

Moved by Councilor Browning to approve Resolution 72-2022.

Motion seconded by Councilor Smith.

There was brief discussion regarding the size of the facility, concerns regarding contract change orders, legal review of contracts, and the need for upgrades to the Ray Clymer Exhibit Hall. Staff stated that this is not a change in the scope of work on the original contract for the Convention Center, but additional design work being completed for the Exhibit Hall. It was also noted that all contracts are reviewed by our Legal department and the cost for the additional design work will be paid for with Venue Tax funds.

Motion carried with the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

- - - - -

Item 7c – Resolution 73-2022

8:57 a.m.

Resolution awarding bid to Yamaha Golf-Cart Company for a 48-month lease of 70 QuieTech EFI golf carts for Champions Golf Course in the total amount of \$188,160.

Moved by Councilor Brewer to approve Resolution 73-2022.

Motion seconded by Councilor Browning and carried with the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

- - - - -

Item 7d – Resolution 74-2022

9:02 a.m.

Resolution authorizing the City Manager to execute Amendment Number 2 to the Professional Services Agreement for Engineering Services for the Lake Wichita Revitalization Project in the amount of \$63,000.00.

Moved by Councilor Brewer to approve Resolution 74-2022.

Motion seconded by Councilor Browning.

Russell Schreiber, Director of Public Works, discussed the project and the desire to have the Veterans Memorial Plaza in the same location as the Vietnam Veterans Memorial that is already installed. The Lake Wichita Revitalization Committee (LWRC) has the funds to cover this project.

Steve Garner, 2806 S. Shepherds Glen, discussed the desire of the LWRC to have both memorials at the same location, and thanked the Council for considering this amendment and for the Lake Wichita parking lot renovation project.

Motion carried with the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

Item 7e – Resolution 75-2022

9:03 a.m.

Resolution authorizing the City Manager to award bid and contract for the Transfer Station Basin Improvements to Earth Builders, LP in the amount of \$2,226,886.40.

Moved by Councilor Browning to approve Resolution 75-2022.

Motion seconded by Councilor Smith and carried with the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

Item 7f – Resolution 76-2022

9:13 a.m.

Resolution authorizing the City Manager to award bid and contract for the Ninth Street Elevated Tank Replacement Project to Phoenix Fabricators and Erectors, LLC in the amount of \$4,543,176.00.

Moved by Councilor Browning to approve Resolution 76-2022.

Motion seconded by Councilor Brewer and carried with the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

- - - - -

Item 7g – Resolution 77-2022

9:18 a.m.

Resolution authorizing the City Manager to award bid and contract for the Level Control and Yard Piping - Ninth Street Elevated Tank Replacement Project to KLA Adams Construction, LLC in the amount of \$775,895.00.

Moved by Councilor Browning to approve Resolution 77-2022.

Motion seconded by Councilor Smith and carried with the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

- - - - -

Item 7h – Resolution 78-2022

9:22 a.m.

Resolution authorizing the City Manager to execute a professional service agreement with Nelco Media Inc. for \$152,775.50 for the Public Information Office studio remodel.

Moved by Councilor Brewer to approve Resolution 78-2022.

Motion seconded by Councilor Browning.

Lindsay Barker, Director of Marketing and Communications/MPEC, and Chris Horgen, Public Information Officer, discussed the project and stated it would be funded by a Public, Educational, and Government (PEG) grant.

Motion carried with the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

Item 7i – Resolution 79-2022

9:27 a.m.

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget to include an up to \$1,248,000 performance incentive to Winfield Solutions, L.L.C and Land O'Lakes, Inc., as part of the company's planned new facility in Wichita Falls.

Moved by Councilor Browning to approve Resolution 79-2022.

Motion seconded by Councilor Smith.

Taylor Davis, Director of Business Retention and Expansion for the Chamber of Commerce, discussed the project that will include a 100,000 square foot facility and a \$14.2 million private investment into the local economy.

Shannon O'Hare, Land O'Lakes/Winfield Solutions, stated that the location in the Business Park was selected based on infrastructure, cost, availability, readiness, access to transportation, access to employees, and the incentives offered. Eight jobs will be retained and there will be eight new full-time jobs added over the next two years with a total annual payroll of over \$900,000. There is also a potential for expansion in the future.

Motion carried with the following vote:

Ayes: Councilors Brewer, Browning, Nelson, Smith, and Whiteley

Nays: None

Item 8a – Staff Report – Neighborhood Revitalization Update – Terry Floyd

9:34 a.m.

Paul Menzies, Assistant City Manager, discussed how the Neighborhood Revitalization area around Old High was chosen.

Terry Floyd, Director of Development Services, recognized staff for their work on this project, and specifically Fabian Medellin. Mr. Floyd discussed the background of the project, the boundaries of the Central Wichita Falls Revitalization Area, and how the project ties to the Strategic Plan. He discussed the public engagement meetings, online

survey, and the five questions used for discussion. Mr. Floyd discussed the three guiding values that emerged from the discussions which are to preserve, advance, and connect, discussed the next steps, and the two phase plan for the advancement of the project.

- - - - -

Item 8b - Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.

9:58 p.m.

Councilor Brewer thanked everyone for attending, encouraged everyone to attend the July 4th event, and wished everyone a Happy 4th. He stated that money has to be spent for growth and there is competition with other cities for businesses to come to our area.

Councilor Smith stated there will be a July 4th parade at 9:00 am that will start downtown and end at the Kell House where there will be various activities. He discussed the open arena time for horse riding at the J.S. Bridwell Ag Center on Tuesday nights. He discussed non-profit involvement with other organizations during COVID and their work with an emphasis on federal funds available for rent assistance to keep citizens from being evicted. There were 1,190 households in Wichita Falls and the surrounding area that were facing eviction, and \$7,600,000 in assistance provided.

Councilor Browning wished everyone a Happy 4th.

Councilor Nelson thanked everyone for attending. He discussed the new Commander coming to Sheppard Air Force Base, the new planes they have, and the new hospital project. He stated that he supports non-profits and anything for veterans, and he thanked Russell Schreiber for the 7th Street railroad crossing project. Councilor Nelson reiterated that he was not complaining about any work being completed, he is just concerned with how contracts are being written. He feels that we are giving contractors a way to bid higher and opening the door for too many contract changes and amendments. He stated that he has experience with contract law with the government and once you bid on something with the government, you eat it. He feels that we should reiterate that, stated nothing could be done right now, but he is working on it.

- - - - -

Item 9 – Comments from the Public to Members of the City Council Concerning Items That Are Not on the City Council Agenda

10:08 a.m.

There were no comments from the public.

- - - - -

Item 10 – Executive Session

10:08 a.m.

No executive session was held.

- - - - -

Item 11 –Adjourn

Mayor Pro Tem Whiteley adjourned the meeting at 10:09 a.m.

PASSED AND APPROVED this 19th day of July 2022.

Bobby Whiteley, Mayor Pro Tem

ATTEST:

Marie Balthrop, TRMC, MMC
City Clerk

LIBRARY ADVISORY BOARD MINUTES

March 22, 2022

MEMBERS PRESENT:

Kym Acuna
Emily Adams (chair)
Kristen Garrison
Suhua Huang
Katherine Love
Jim Sernoe

Jana Hausburg

MEMBERS ABSENT

Daniel Juarez
Emily Reeves
Dena Webb

Librarian's report

Ms. Adams called the meeting to order at 4:37 p.m. Minutes were approved from September of 2021.

Ms. Hausburg welcomed new board member Kristen Garrison. She then introduced the two new librarians: Angela Fortin, Systems Specialist, and Fox Baker, Program Specialist, both of whom had been promoted from Library Assistant. Ms. Hausburg explained about a recent restructure in the library's chain of command and distributed an organizational chart. Eliminating the Librarian III and Librarian II positions allowed for the hiring of the two Librarian Is and a part time Library Assistant. Ms. Hausburg has interviewed to replace the two vacant Library Assistant positions and hopes to have people in place before the start of Summer Reading.

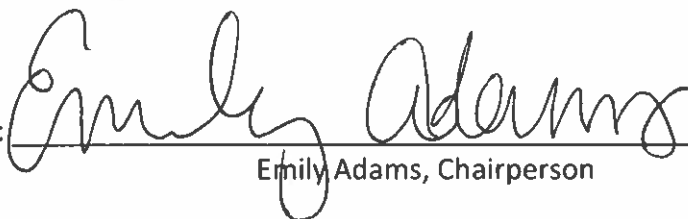
Having given the library's annual report for 2021, board members were asked if they had any questions, comments or concerns. There being none, Ms. Hausburg then discussed upcoming plans for Summer Reading and fall and winter programs.

A question was asked about a book challenge the library received in January. A Professional Reevaluation Committee met to discuss the complaint and determined that the book *A Day in the Life of Marlon Bundo* would not be removed from the library's Youth Picture Books collection. A written response about our decision was sent to the customer without further challenge.

There being no further business, meeting was adjourned at 5 p.m.

Next meeting is set for June 21 at 4:30 p.m.

Signature: _____



Emily Adams, Chairperson



WICHITA FALLS-WICHITA COUNTY PUBLIC HEALTH BOARD MINUTES

March 25, 2022

Wichita Falls-Wichita County Public Health District
1700 Third Street - Parker Conference Room
Wichita Falls, Texas

BOARD MEMBERS PRESENT:

Keith Williamson, M.D., Chair
Tonya Egloff, D.D.S.
Melissa Plowman
Jered Harlan, D.V.M.

Physician - City Appointment
Dentist – County Appointment
Restaurant Association - City Appointment
Veterinarian – City Appointment

BOARD MEMBERS EXCUSED ABSENCE:

Lauren Jansen, Ph.D., R.N., Vice-Chair
Paris Ward, M.A., B.S., Secretary
David Carlston, Ph.D.

Registered Nurse – City Appointment
Citizen At-Large - City Appointment
Citizen At-Large - County Appointment

OTHERS PRESENT:

Lou Kreidler, R.N., B.S.N.
Amy K. Fagan, M.P.A.
Michael Smith
Woodrow W. Gossom, Jr.

Director of Health
Assistant Director of Health
Council Liaison
County Judge

I. CALL TO ORDER

Keith Williamson, Chair called the meeting to order at 12:01 pm after a quorum of members attained.

II. MEMBER RE-APPOINTMENT

Lou Kreidler, Director of Health, Staff Liaison conducted the re-appointment of Tonya Egloff, County appointed Practicing Dentist.

III. APPROVAL OF MINUTES AND ABSENCES

Keith Williamson called for the review and approval of the January 14, 2022 minutes. Tonya Egloff introduced a motion to approve the minutes as presented and Melissa Plowman seconded the motion. The motion passed unanimously.

Excused absence noted for Paris Ward, Lauren Jansen and David Carlston.

IV. COVID-19 UPDATE

Amy Fagan introduced Paige Hollingsworth as a force behind the COVID numbers to present the latest totals as of today: 33,982 cases, 33,385 recoveries, 584 deaths, this week 13 active cases with 9 home and 4 hospitalized, 1 death.

Judge Gossom asked if there are other contributors in people with longer durations of recovery.

Amy Fagan replied over time recovery times changed, started at 14 days to 10 days now 5 days, people still with symptoms are not indicated as recoveries there is a follow-up process for that. It has been interesting to read the literature as time changes with each different variant, also unusual who gets sick for the long duration, it is not always the expected over 70 or prime of life, people in their 20s cannot entirely clear symptoms. There is evidence of brain fog associated with Delta, heart, and brain issues based on each variant.

Paige Hollingsworth said the Health District now tracks up to date fully Vaccinated Breakthrough (VBT) cases for the weeks of 2/26/22 to 3/18/22 had 46 total cases and 6 deaths. VBT cases identified as the following variants to the present are Alpha from 4/18/21, Delta from 5/8/21, and Omicron from 12/18/21. Presentation of a Hospitalization graph from the beginning of COVID shows the variants and surges but now on a steady decline this week and last week remain constant at 4.

Lou Kreidler stated it is the same 4 that have been in the hospital it is not different people coming in and out.

Amy Fagan said in the framework of confirmed cases in Texas what was seen locally is what was seen in the State of Texas, it happened fast and declined fast. Overtime the new sub-lineage of Omicron expectations are to take on more of the culprit but not concerned at this time since the Work Health Organization has not said anything specific to the lineage. Denmark saw a drastic increase in the BA.2 variant and released mitigation measures at that time but not seen anything have not seen here with the first variant Omicron the B.1.1.529. Pfizer and Moderna seek approval for the fourth dose for specific populations and been known to help people should there be another surge or variant. Hispanic and Black populations are the focus again being the most under vaccinated and compared to the population density in the community. Texas numbers appeared up last week, which was confusing because it declined locally the CDC moved to a risk model with 9 cases locally was ranked a medium risk it does not coincide. The CDC statistics have been a little different the entire time but have trusted the local data to post and provide information. The posting of numbers on the website have gone from daily to weekly and moved the every Friday social to every other Friday, will continue to be transparent with numbers and provide engagement. The Workforce grant COVID money funds sixteen staff, the six health educators/case investigators will train in Health Preventions, Diabetes Prevention and Education, Chronic Disease Health Managements, to offer the public classes being relevant to COVID since those with chronic medical conditions or less healthy had been the sickest or died.

V. ANIMAL ORDINANCE UPDATE

Lou Kreidler stated at the last Board meeting a unanimous vote was made to move the Animal Ordinance changes on to Council unfortunately it did not happen due to miscommunication with the Legal Department. Evidently, the entire ordinance had not gone to Legal for review only one part, most of the Legal changes are grammar, punctuation, and some areas with potential to change the intent of what the ordinance says. A meeting was set with Legal and Animal Control yesterday but with an individual out was unable to attain an answer for today. She will send an email if there are no changes to the ordinance as previous reviewed and voted by the Board to precede to Council or if changes the ordinance will be on the agenda of the next meeting to review and vote again.

VI. ENVIRONMENTAL HEALTH OVERVIEW

Samantha Blair Environmental Health Administrator explained, "What is Environmental Health" primarily the inspectors doing inspections in Wichita County with the majority being Retail Food establishments, generally issue about 1,000 permits per year and the Food Ordinance regulates all of Wichita County. Also, regulate hotels, motels, tattoo parlors within Wichita Falls city limits, public and semi-public aquatic facilities, not concerned with the backyard pools concerned with apartment complexes, spas, campgrounds, the public places, and grease traps. The on-site sewage facilities (OSSF) program lately has busted at the seams and home sells bloomed not sure of the reason but environmental has been overwhelmed with the amount of existing inspections and new construction for OSSF (septic tanks and aerobic treatment systems). Annual school and private school safety item inspections and provide that information to the Administrators. Annual daycare facility inspections as requested by the State for daycares that care for 12 or more children in Wichita County. Foster home inspections as a local Health District when someone becomes a new foster home provider an inspection is done as well as a State inspection, no decisions are made only review for safety hazards and pass information to the decision makers.

Another part is complaint investigation; Environmental takes calls from citizens with a complaint against a facility and investigates. In addition do enforcements a part of doing inspections can find violations, while the primary goal is to educate sometimes enforcement action are taken using citations for corrections to be made. Education is the focus with the end goal to protect public health and safety, the best cooperation found is whenever the inspectors are engaging with the establishments teaching, trouble shoot on how to correct and move forward. Often it is combating normal human behavior and habits, it is about how to build better habits to make the employees aware and make that brain connection another reason education is important. Hand washing is the number one violation seen a minor re-contamination. Plan review is when a new establishment is opening an inspection is done then a plan review done working close with other City departments.

During the summer, the mosquito control program does both passive and active mosquito surveillance. The passive mosquito control is set with a hot line people can call to report mosquitoes in their area and request to spray the area, for Wichita Falls then Wichita County but not in the incorporated areas of Burkburnett, Iowa Park, and Electra. Active surveillance starts when the State opens their Lab up for testing generally the end of April early May. The State allows the program to send live mosquitoes collected to Austin for identification and test for the presence of diseases. The last few years the Labs only test for West Nile virus due to their focus on COVID but hope at one point in time will test again for all other mosquito borne illnesses.

Environmental Health is a team of 10 full time employees; Division Health, Senior Administrative Clerk, two Public Health Officers, six Sanitarians or Sanitarians-In-Training, and part time seasonal Vector Control workers. Mosquito control in the summer generally consists of 2-4 night sprayers to go around in the mosquito trucks at night to spray. The goal is to hire 4-6 daytime workers those that do the nitty gritty to go out find water sources where mosquitoes are breeding, check for the presence of mosquito larvae and treat those water sites.

Susan Morris the Division Head retired and Samantha Blair took over in February 2020 then COVID happened, as Division Head the entire year was COVID. The Health Department had to make changes did a lot of scrambling and came together as a team to assure information got out to the citizens in a timely matter.

Done a whole lot of inter-departmental cooperation shortly after taking over as Division Head then shortly after July 2020 got a new Wichita County Fire Marshall then 6 months later a new Building Official. The three together have worked hard to eliminate some of the back in forth that was seen with business owners trying to open businesses in Wichita County. When opening a new establishment or going into a building not functional or operational for a long time, now predevelopment meetings are held with the establishment and all City departments that possibly might be involved. What it does and so beneficial is to eliminate what he said, what she said, not have to call 19 different offices to try to get an answer, there is a face with the name and actually engage with the people. Now business owners are more likely to call and ask questions, that piece is very important to make allowance for people to do what they want in a safe manner.

There are two ordinances in the process of an update: Lodging Ordinance and Food Ordinance. The majority of the Lodging Ordinance was written in 2006 with a minimal update in 2010 the world has changed, adjustments are needed for the current market. Now with the home sharing, Airbnb, those sorts being residential homes, there should be an assurance those are not collected under the Lodging Ordinance that is not the intent of the ordinance, only for public hotels/motels. The Food Ordinance last update was in 2015 when the State changed the Texas Food Establishment Rules (TFER). Last summer the State updated the TFER again, so the Food Ordinance will need an update to align with the State. The amount of sales taken place electronically with food, deliveries, third party deliveries, and ghost kitchens, all those have weird nuances that came about with COVID that need addressed. Over the past few years there has been some confusion at what point is the restaurant no longer responsible for the food if a third party delivery service is used.

Lou Kreidler said one thing Samantha did not mention is the on-site sewage facilities program monitors the lake lots at Lake Kickapoo and Lake Arrowhead because those are local water sources that need to be secured so on-site sewage facilities around the Lakes do not send sewage directly into the Lake.

Melissa Plowman had a question about the Food Ordinance, she knew the State has talked about the Managers Certification being full time their establishment has been required for at least one manager not necessarily in the building, will that be going into the ordinance.

Samantha Blair replied yes, the new TFER update did include a Certified Food Manager present at all times so with that expectation would be the Shift Managers to have a Certificate as well.

Keith Williamson commented that it was a real good presentation and grateful Samantha had taken over with big shoes to fill sure she was capable.

Lou Kreidler and Amy Fagan appreciate that because Samantha literally came on in February COVID started in March she trained herself and done an amazing job.

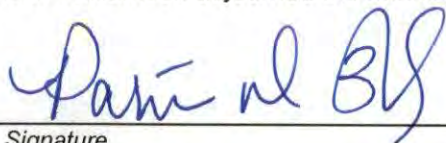
Keith Williamson thinks there is a bright spot in the pandemic because many people stepped up and were able to shine just because they had to.

VII. NEXT MEETING DATE

Friday, May 13, 2022

VIII. ADJOURN

Keith Williamson adjourned the meeting at 12:40 pm.



Signature

Paris D. Ward, MA, BS, Secretary

Print Name - Keith Williamson, MD, Chair, Lauren Jansen, PhD, RN, Vice-Chair, Paris Ward, MA, BS, Secretary

LANDMARK COMMISSION MINUTES

April 26th, 2022

MEMBERS PRESENT:

Michele Derr
John Dickinson
Christy Graham
Joel Hartmangruber
Andy Lee
Noros Martin
Nadine McKown
Marcela Medellin
Janel Ponder Smith
Tim Brewer

■ Chairperson
■ Member
■ Member
■ Member
■ Member
■ P&Z Liaison
■ Vice-Chairperson
■ Member
■ Member
■ Council Liaison

Amy Gardner, Legal Liaison
Terry Floyd, Development Services Director
Karen Gagné, Principal Planner
Christal Ashcraft, Development Services Admin. Asst.

■ City Staff
■ City Staff
■ City Staff
■ City Staff

ABSENT:

GUESTS:

Jana Schmader, Director

■ DWFD

I. Call to Order, Introductions and Administer Oath of Office

Chairperson Michele Derr called the meeting to order at 12:00 p.m. Ms. Derr had Commission members, staff and guests, introduce themselves.

II. Review & Approval of Minutes from: March 22nd 2022

Chairperson Derr called for review and approval of the March 22nd 2022 Landmark Commission meeting minutes. Mr. Noros Martin made a motion to approve the minutes, Mr. John Dickinson seconded the motion. Minutes were unanimously approved 9-0.

Regular Agenda Item

III. Action Item: 726 Scott Avenue – American Trust Building/Holiday Inn: Review & Consideration of Support for a Nomination to the National Register of Historic Places

Ms. Gagné stated many of the Commission members would be familiar with this project also known as the "Petroleum Building" was constructed in the years 1966 – 1968. An original drawing done by George A. Thomason dated March 6, 1965 was shown and noted the plans were modified to the current design when the project was assigned to architects Killebrew, Cupit and Associates. Ms. Gagné stated it was mid-century modern design and one of the first buildings in Wichita Falls from the 1960's to be nominated to the National Register of Historic Places.

Ms. Gagné advised the Texas Historic Commission (THC) has scheduled the application to go before the State Board of Review (SBR) on May 21st, 2022. A required endorsement regarding the nomination, by the Landmark Commission and the highest elected official (Mayor) must be submitted prior to May 20th, 2022. Ms. Gagné advised the entire application could be found in the book provided to all Commission members for their review.

Ms. Gagné stated key criteria for the nomination which is based on four elements:

- a) Association with important events contributing significantly to broad pattern of our history; or
- b) Be associated with the lives of persons significant in our past; or
- c) Embody distinctive characteristics of a type, period or method of construction; represents work of a master or possesses high artistic values or represents a significant & distinguishable entity whose components lack individual distinction; or
- d) Have yielded, may likely to yield, information important in prehistory or history.

The area of significance for this project is, association with important events contributing significantly to the broad pattern of our history with the period of significance 1966-1972. This structure is an example of post-war commercial building using curtain wall technology. Curtain wall design wraps around each end of the L-shaped tower until reaching red brick masonry stair tower. The American Trust Life Insurance corporate headquarters, located on the 10th floor, started in Wichita Falls in May 1953 and was licensed in 10 states. By 1966 the company had assets worth \$6.3million and became the largest insurance company in west/central Texas. When oil revenues declined in the 1960s, the company was considered a stabilizing force on the economy in North TX. With the exception of some alterations in the 1970s and in 1993, the building generally retains its mid-century modern historic integrity.

Mr. Martin asked what the purpose was of two restrooms, shown in one of the photos. Ms. Gagné stated it was most likely done during one of the early renovations.

Ms. Medellin asked what the four elements of criteria were, with Ms. Gagné repeating. Ms. Ponder-Smith asked Ms. Gagné to explain about the important event(s). Ms. Gagné advised of the unique construction elements associated with the building as well as the important role American Trust & Insurance Company played in the development of Wichita Falls and in Texas. Ms. Ponder asked about the history of previous owners trying to make a business plan work in this location. Mr. Floyd advised the 4B Board has a current commitment of funding for this project.

Ms. Graham made a motion to recommend the Commission's endorsement and approval of the nomination. Ms. Medellin asked how the nomination would work without the original façade and would the owner be able to go back and change it. Ms. Gagné advised it was not a local nomination so no design guideline review and not as many stipulations. Chairwomen Derr asked if changes were made, would they come before the Landmark Commission for approval. Ms. Gagné advised they would not. They would only be for informational purposes. Mr. Hartmangruber seconded the motion, the motion passed 9-0.

IV. Action Item: 900-1008 Indiana Avenue – Indiana Avenue Historic District: Review & Consideration of Support for a Nomination to the National Register of Historic Places

Ms. Gagné stated staff had worked with Post Oak Preservation Solutions, Downtown Wichita Falls Development, Inc. (DWFD) and the City of Wichita Falls TIF #4 Board to cover costs associated with the research and application fees with the consultant for submission of the Indiana Ave. Historic District for a National Register Nomination. The process was slowed during the Covid pandemic and recommendations from Texas Historic Commission (THC) National Register Coordinator as the 900 block of Ohio was originally planned for inclusion. THC indicated they could not support a NRHP application nomination with the Indiana and Ohio blocks combined as they were deemed to have different periods of significance, era of development and overall purpose. Based on the City's involvement with this project, staff recommended supporting the national register nomination for the Indiana district.

Ms. Gagné stated for this project the determination for eligibility for National Register of Historic Places would be based on the four elements previously discussed:

- a) Association with important events contributing significantly to broad pattern of our history; or
- b) Be associated with the lives of persons significant in our past; or
- c) Embody distinctive characteristics of a type, period or method of construction; represents work of a master or possesses high artistic values or represents a significant & distinguishable entity whose components lack individual distinction; or
- d) Have yielded, may likely to yield, information important in prehistory or history.

Ms. Gagné advised the criteria for qualification of this nomination would be: a) as it reflects commercial growth downtown, encompassing the early 1900s to the oil boom, through post WWII period in which key anchor buildings include: Perkins-Snyder-Radio Building (known as the First Texas Building); Wichita Theatre; Perkins-Timberlake Building; and Filgo-Bailey-Moline Building and c) the nomination based on architecture and being an intact collection of early to mid-20th century commercial buildings with a high degree of integrity.

Ms. Gagné stated just as with the previous nomination, the Texas Historic Commission (THC) has scheduled the application to go before the State Board of Review (SBR) on May 21st, 2022. A required endorsement regarding the nomination, by the Landmark Commission and the highest elected official (Mayor) must be submitted prior to May 20th, 2022.

This nomination includes 14 properties, 12 of which are contributing structures with a period of significance from 1908 to 1960. The main era of construction was the 1920's – 1930's, after 1918 when oil was discovered in Burkburnett, development expanded westward from the railroad/Ohio Avenue area.

The architects/builders associated with this district include Sanguinet, Staats, Hedrick & Pate, Voelcker & Dixon, along with Burke, Kober & Nicholais in the Commercial Classical Revival style. Photos were shown of some of the various buildings in the proposed district;

- 900 Indiana – Perkins-Timberlake, 1960
- 917 Indiana – Noble Hardware, 1980
- 925 Indiana – Wichita Theatre, 1980

- 927 Indiana – Parisian, 1955
- 1000 Indiana – Filgo/Bailey-Moline, 1950's

Ms. Gagné stated the application for this nomination could be found in the meeting book in its entirety for review.

Mr. Lee made a motion to support the recommendation that the Landmark Commission approve and endorse the Indiana Ave. Historic District nomination to the National Register of Historic Places and stated the historic tax credit should be substantial in helping to bring the buildings up to meet current code requirements. Mr. Martin asked what the tax credit would amount to and how others would be taxed due to this. Ms. Graham explained this would have nothing to do with appraisal value, that it was not property tax but rather an IRS credit to an individual/company's taxes based on an authorized THC or federal historic tax credit restoration/rehabilitation project. Ms. Ponder-Smith seconded the motion and it was passed with a vote of 9-0.

V. Other Business:

a) Monthly Reports

Depot Square:

Ms. Derr gave the following updates:

- April 26th – MSU Texas Night Downtown @ 5pm
- May 5th – Art Walk
- May 7th – Mother's Day Tea, Kell House
- May 13th – Gallery Night, Wichita Falls Art Association
- May 14th – Opening Reception for the Sculpture Garden, Kemp Center
- May 14th – Cajun Fest, Downtown 11am – 7pm
- Now-May 8th – Frozen, Wichita Theater
- Now-May 21st – Cover of Life, Backdoor Theater

Kell House Restoration/Rehab Project:

Staff provided brief status report

West Floral Heights:

Ms. Ponder-Smith gave the following updates:

- Neighborhood Clean-Up in May

b) Resources & Periodicals:

- National Trust: National Preservation Month (May) – Overview & Project:
Staff outlined a proposal to engage other community preservation partners (Wichita Co. Heritage Society, Wichita Co. Historical Commission and Museum of North Texas History) for a multi-year preservation month project of researching, identifying and restoring THC historic markers across the city. In addition, staff challenged the Landmark Commission members to consider creating a volunteer team to refurbish a marker during the month of May. Staff will conduct a basic training 'How To' session using THC's Bob Brinkman video kicking off preservation month on National Historic Marker Day April 29, 2022. Staff will put together a marker supply box with all materials necessary to refurbish a marker.

There will also be a proclamation at the May 3rd City Council meeting proclaiming May as National Historic Preservation Month and encouraged all preservation board members to participate.

- Friends of THC - Webinar: Exploring Undertold Stories of Texas (Historic Markers Program) May 12 @ 6pm

c) Design Review – Staff Authorized – Minor Alteration/Repairs

- 2715 9th St (Morningside National Register District) – residential remodel;
information only
- 1608 Tilden (West Floral Heights HD) – plumbing permit/water heater

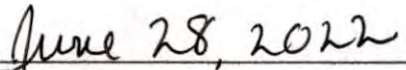
VI. Adjourn

Meeting adjourned at 12:39 p.m.

Next regularly scheduled meeting May 24, 2022 - 12p.m.



Michele Derr, Chairperson



Date

**Wichita Falls Park Board Meeting
April 28, 2022**

**W.F. Recreation Center
600 11th Street Room 205
Time: 1:30pm**

Presiding: Jim Heiman

**Members Present: Thomas Taylor, Alan Donaldson, Larri Jacoby,
Dorcas Chasteen, Michael Battaglino**

**Members Absent: Crystal Byrd, Sandy Fleming, Jessica Traw, Patrick
Hearn**

City Council Representative: Absent: Steve Jackson

**Other: Blake Jurecek, Scott McGee, Terry Points (Staff
Liaison)**

- 1. CALL TO ORDER:**
Jim Heiman called the meeting to order at 1:30 p.m.
- 2. APPROVAL OF MINUTES:**
The minutes from March 24, 2022, were put before the Board for approval.
Dorcas Chasteen made the motion to approve the minutes and Larri Jean Jacoby seconded the motion.
- 4. DEPARTMENTAL REPORT:**
 - A. Recreation: Attached**
 - B. Parks: Attached**
 - C. Blake Jurecek: Asst. City Manager**
 - Spoke to the board about the Lake Wichita Parking Lot and turf for the Sports Complex being a priority for the ARPA funds.
 - Developing partnerships with groups such as the Disc Golf Association to fund other projects and needs
 - Updated possible move of the original Veteran's Memorial to the Vietnam Veteran's Memorial along with consolidating other memorials in the same central location.
 - D. Lake Wichita Revitalization Committee: Mike Battaglino**
 - Question and discussion about the Memorial Flame now at Memorial Auditorium being moved to the new memorial area and what it would take to do that. A propane gas supply would need

to be installed and decision on who would be responsible for operating it when scheduled.

- The committee has sold over 900 bricks for the Veteran's Memorial and are in the process of verifying those purchases to see how many bricks they actually have.
- Committee discussed naming the Memorial in honor of Harry Patterson but Patterson family declined at this time.
- Question about creating bricks from the lake bottom was that it would make a good brick but not cost effective to do so.
- The consolidation of the memorials will result in new engineering cost as well longer time frame for completion.
- Discussion/ questions regarding how ARPA funding awarded, Blake explained that each department could use all that money just for themselves but the goal was to give a little of it to as many departments as they could.

4. Circle Trail Update: Terry Points

- New section of trail may be completed earlier than expected.
- Problem with people walking through Larry's Marine property when the trail ends.

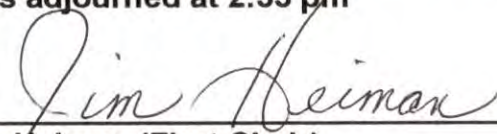
5. Parks Review Update: Tom Taylor

- Limited feedback on report. Will continue to collect feedback and present to board.
- Discussion of Councilman Nelson being representative for Park Board.
- Rotary Park Dedication will be May 15.

6. Other Business, Announcements, Comments:

Motion by Dorcas Chasteen to adjourn. 2nd by Larri Jean Jacoby
Meeting was adjourned at 2:33 pm

Signature: _____


Jim Heiman (First Chair)

MINUTES
CONSTRUCTION BOARD OF ADJUSTMENT
June 13, 2022

PRESENT:

James Cox	◆ Member
Michael Grassi	◆ Member
David Hartwell	◆ Member
Anthony Inman	◆ Vice-Chair
Pete Johnson	◆ Member
Allen Moore	◆ Member
Gary Oatman	◆ Member
Luke Oechsner	◆ Member
Ripley Tate	◆ Member
Tanner Wachsman	◆ Member
Councilor Browning	◆ Council Liaison

Kinley Heggland, City Attorney	◆ City Staff
Paul Menzies, Assistant City Manager	◆
Terry Floyd, Development Services Director	◆
Ricky Horton, Interim Chief Building Official	◆
Ken Prillaman, Fire Chief	◆
Cody Melton, Fire Marshal	◆
Brad Scates, Assistant Building Official	◆
Samantha Blair, Environmental Health Administrator	◆
Christal Ashcraft, Development Services Assistant	◆

ABSENT:

Leo Lane	◆ Chairman
Doug Marchand	◆ Member
Johnny Ozee	◆ Member

I. CALL TO ORDER

The meeting was called to order by Mr. Anthony Inman, vice-chairman of the board at 3:00 p.m.

III. PUBLIC COMMENTS

Vice-Chairman Inman asked if there were any comments from the public. With no response, Mr. Inman closed public comments.

IV. APPROVAL OF MINUTES

Mr. Allen Moore made a motion to accept the March 23rd 2022 minutes. Mr. Luke Oechsner seconded, motion passed 10-0.

VII. REGULAR AGENDA

A. Discussion of the 2021 International Fire Code (IFC)

Fire Chief, Ken Prillaman, thanked the Board for their time and stated his presentation would be for educational purposes only and there would be no vote to adopt. Chief Prillaman stated he wanted to provide some insight on how the code process worked for the entire family of codes. He stated it was a government consensus process where all changes were voted on by International Council Code (ICC) members, which consisted of 15,362 government employees and 55,549 from the private sector. Making this process possibly the most transparent in all government.

The International Fire Code (IFC) applies almost exclusively to commercial buildings. Code changes are made to address one or more, of four specific issues and works hand-in-hand with the International Building Code (IBC) to address bonafide safety issues. One change is of a safety issue, dealing with employee communication abilities while on a call. At times, due to the amount of steel and/or concrete in a structure, the ability for fireman to communicate is hindered, creating a safety issue. The new code also increases the required amount of light to exit signs in a stairwell which are most frequently used to evacuate people in an emergency situation.

Chief Prillaman also stated there was corrections made to the 2021 IFC for clarity as well as updating vehicle reference to include electric cars. Chief Prillaman advised the 2021 IFC also expanded and updated various quantity limits in charts as well as cleaned up code conflicts.

One example given, the 2015 IFC would require the Red River Hospital to do fire alarm testing, 4 times a year, for all 3 shifts, requiring all occupants to exit the building into the street. The 2021 IFC still has those same requirements, only the employees are required to exit the building, therefore, not having to evacuate patients.

In an effort to provide design and compliance information for new and emerging risks, processes and technology, the 2021 IFC now has information on; food trucks; THC processing facilities; on-demand mobile fueling and 3D printing operations.

Chief Prillaman advised the Board that Texas State law allows jurisdictions to add, delete and/or modify code provisions. Chief Prillaman stated he and staff strongly recommend and believe the IFC should be adopted with the IBC. Chief Prillaman encouraged the Board to read the codes and communicate back to staff what they did not like and/or don't agree with so that can be discussed and a solution obtained. Staff would like to be no more than one code cycle behind due to the amount of time the adoption process takes, about 12-18 months, putting the codes 6-8 years behind.

The ICC website gives key changes for every code there is with easy to recognize changes in blue lettering. Chief Prillaman stated previous codes can also be accessed and compared side by side to see changes.

Mr. Allen Moore asked if the IFC could be adopted without adopting the IBC. Chief Prillaman stated that yes, technically the IFC could be adopted without the IBC, however, there would be unintended conflicts between the two codes created, making development difficult.

Vice-Chair Inman called for any comments from the public. With no comments Mr. Inman asked if there were any comments or questions from the Board regarding the IFC. Mr. Gary Oatman asked if there were currently any known conflict issues. Chief Prillaman stated there were none he was aware of at the time but could not be certain without conferring with Mr. Ricky Horton, interim Chief Building Official. He stated Wichita Falls had a history of adopting every other code cycle, where he is from they adopted the most current cycle available. He stated if the 6 years was too big of a time frame to adopt he would be open to discussions on adopting every 3 years. Chief Prillaman expressed concerns about being so many years behind on the adoption of the code and asked the Board for their recommendation on a good way to remain more current. Chief Prillaman reminded the Board that the City Council allowed modifications to be made to the codes and encouraged them to take advantage of that benefit not offered in other cities. It was also noted staff could not talk to the Board about issues if they did not voice them and give staff an opportunity to resolve them.

Mr. Allen Moore stated they had previously never been given the opportunity to change anything up till the last 8 months. He advised previously there was a lack of communication and they didn't have access to talk to anyone and that he didn't understand why they can't adopt one code and not others. Chief Prillaman advised staff wants to know about conflicts and challenges and have open discussions on them for a resolution. The Chief urged the Board to be careful of adopting the IFC without adopting the building codes and the unintended conflicts it would create in the future as they work together, as all the family of codes do for safety. Mr. Floyd reminded the Board to please turn on the mics so that they could be heard.

Mr. Michael Grassi stated the last time the Board met was in 2014 and asked Mr. Heggland how the CBOA agendas are created. Mr. Heggland advised the City Council directs staff based on the wants and needs, for instance the last meeting held, City Council requested the 2017 NEC be reviewed. The City Council talked with the Mayor, then the Mayor discussed with Mr. Floyd who in turn created the agenda to request a meeting.

Chief Prillaman advised he would be happy to return noting the approval of Mr. Heggland and Mr. Floyd. Mr. Moore asked if they wanted something to be on the agenda how they could do so. Mr. Heggland advised the Board members could not. They would have to follow the process and make that request to the Chairman, who would contact the Board's Council liaison to discuss with the Mayor to direct staff to call a meeting.

Vice-Chairman Inman asked Mr. Floyd since this was not an action item on the agenda if it could be voted on. Mr. Floyd advised it could not as it was listed

only as discussion on the agenda, however, it could be brought back once vetted by the Board for a vote and that he would relay to the City Council. Mr. Moore asked if they could request an adhoc committee and when. Mr. Floyd advised the department was short staffed but would schedule it as soon as possible. Mr. Moore made the request to have a round table or adhoc for the 2021 IFC. Mr. Ripley Tate asked Chief Prillaman what would be a good time for him to return before the Board. The Chief stated as soon as possible, although he would continue to be patient. Chief Prillaman did note he researched with pier cities and the City of Wichita Falls is the only city proposing to adopt the IFC without adopting the IBC, stating, either all those cities are wrong or this is something they need to look at. Chief Prillaman stated he would set his expectations of significant progress by the 2nd quarter of 2023.

Mr. Grassi asked what the state standard of adoption on the IFC was. Chief Prillaman advised the Board did not have to adopt any code. If none adopted it would fall to the State Fire Marshal whom advised via email any city not adopting the IFC, it would default to the 2015 NFPA standards.

Mr. Luke Oechsner asked if the Chief was aware of anything that presented a clear danger or anything pressing. Chief Prillaman stated there was nothing he was aware of and that he would be comfortable waiting another 6 months to adopt the 2021 IFC.

At this time Vice-Chair Inman thanked staff for their time and presentation to the Board.

B. Conduct a Public Hearing and take action related to the recommendation of adoption of the 2018 International Swimming Pool and Spa Code (ISPSC) and associated amendments

Vice-Chairman Inman declared the public hearing open at 3:34pm and asked Mr. Ricky Horton to present the item. Mr. Horton presented the 2018 International Swimming Pool and Spa Code (ISPSC) and associated amendments and advised in the Boards packet was the ordinance amending Article X – Swimming Pool as codified in Chapter 22 Of the City's Code of Ordinances.

Mr. Horton stated the ordinance included one staff-proposed amendment from the Health Department to require carbon monoxide detectors be installed in public pool equipment rooms when fuel-fired equipment is housed inside the equipment room.

Mr. Horton gave a brief timeline of meetings previously held over the ISPSC and advised after much discussion staff was recommending moving forward with the adoption of the 2018 ISPSC, which is in accordance with the minimum code as adopted by the State in the Texas Local Government Code – Section

214.103. Staff had received no other proposed amendments and believed there was a general consensus to move forward with the adoption, as staff recommended, the 2018 ISPSC.

Vice-Chairman Inman called for any comments from the public. With no comments, Mr. Inman closed the hearing to the public at 3:36pm and opened the floor for a vote. Mr. Gary Oatman made a motion to adopt the 2018 ISPSC. Mr. Allen Moore seconded the motion.

Mr. Grassi asked if there were any big changes for residential pool contractors. Mr. Horton advised there didn't seem to be. Vice-Chairman Inman asked if the carbon monoxide detector was a simple battery operated alarm. Mr. Horton advised yes, with the alarm to sound nearby. Mr. Inman asked if there was any issues from pool builders and/or pool maintenance supervisors. Mr. Horton advised none that he knew of and asked Ms. Samantha Blair to advise of anything she was aware of.

Ms. Blair stated she has spoken to the pool managers and facility maintenance workers actively working in the pool storage rooms and have found them to be over crowded, contain a lot of chemicals, a lot of water and electricity run through them that presents a potential hazard. Ms. Blair advised most all of the workers are very open to safety codes and she has had no negative feedback when discussing issues with them, noting there have been a couple of incidences of people passing out due to over exposure to chemicals.

Mr. Moore asked if the alarm is to be installed inside the storage room who would be able to hear it sound off. Mr. Horton advised they would look into the issue. Mr. Moore stated he wasn't sure it would be of much help if the only person to hear the alarm was passed out inside the storage room. Ms. Blair advised her office would be open to looking into the issue for a resolution. Mr. Inman asked if there was anything else discussed or debated about in the ISPSC sub-committee meetings. Mr. Horton advised he was not a part of those previous meetings but had not heard of anything. A Board member asked Vice-Chair Inman if any of the Board members were a part of those meetings. Mr. Tanner Wachsman stated he was not present due to a previous engagement. Ms. Christal Ashcraft advised the Board in the packet handouts were notes from previous ISPSC sub-committee meetings and had listed at the top who was in attendance. Mr. Floyd advised Mr. Wachsman was in attendance at the meeting held March 7th, 2022.

Mr. Horton stated Chief Prillaman had a comment to make regarding the proposed amendment. Chief Prillaman advised most carbon monoxide detectors would alert at 75ppm, OSHA guidelines are 150ppm for up to 8hours. The CO detectors are a very early warning system not a system that identifies an environment that is immediately dangerous to life and health and gives the user plenty of time to remove themselves from harm.

Mr. Gary Oatman stated there was some discussion of the professionals working on the pools being licensed and unlicensed, and asked for clarity. Mr. Horton advised they would need to be a pool contractor registered and bonded with the City of Wichita Falls. Mr. Oatman stated at some point there had to be a licensed electrician to perform work. Mr. Horton stated that was correct and the same applied for plumbing and gas. Mr. Oatman asked if the amendment requiring the CO detector was for gas-fired equipment only and what percentage of pools had that. Mr. Horton confirmed that was correct and advised most commercial would have gas-fired equipment. Mr. Oatman asked if staff was aware of any deaths near pools due to electric shock in the last 5yrs. There were none known.

Vice-Chairman Inman called for a vote to recommend adoption of the 2018 International Swimming Pool and Spa Code to the City Council. The vote passed unanimously 10-0.

C. Conduct a Public Hearing and take action related to the recommendation of adoption of the 2017 National Electric Code (NEC) and associated amendments

Vice-Chairman Inman declared the public hearing open at 3:46pm and asked Mr. Ricky Horton to present the item. Mr. Horton presented the 2017 National Electric Code (NEC) and associated amendments with no changes. Mr. Horton stated the City Council met on June 7th, 2022 to discuss the adoption of the 2017 NEC where it was tabled for review by the CBOA to vet and give their recommendation at the next City Council meeting scheduled July 19th, 2022. Mr. Horton stated staff proposed the 2017 NEC to CBOA for recommendation to City Council.

With no comments from the public Vice-Chairman Inman closed the hearing to the public at 3:47pm and called for a motion to adopt. Mr. Grassi advised he would rather discuss the item first. Mr. Inman stated when he reviewed the 2017 NEC it was just clarifying language. Mr. Horton stated that was correct and it was also the removal of the Board of Electrical Examiners and replacing it with the Construction Board of Adjustments.

Vice-Chair Inman advised the city had been operating under the 2017 NEC and he discussed the code with 6 electricians, 5 of those were commercial electricians and 1 a residential electrician, and they advised he found they had no issues with the 2017 code but rather the 2021 code that brought challenges to be discussed. Mr. Luke Oechsner stated he has been operating under the 2017 NEC and had no issues with it.

Mr. Grassi asked Mr. Heggland to describe to the Board what Texas state law required. Mr. Heggland stated as it related to the NEC, the City is governed by the Texas Local Government Code 214.214 which sets out what municipalities such as, Wichita Falls can and can't do as it relates to adopting the NEC. Mr. Heggland advised it established a minimum if the City wished to adopt a code,

the state law says you have to adopt at least the 1999 NEC. If the City chooses not to adopt a NEC, then at that time it would fall to TDLR to handle the enforcement elements.


Vice-Chair Inman asked Mr. Brad Scates if there was anything he liked or didn't like and how he view the 2017 NEC from his standpoint. Mr. Scates advised he also served as a Subject Matter Expert (SME) for Texas Department of Licensing and Regulation (TDLR), helping write the exams for all state licensing. Mr. Scates stated according to the Attorney General, we have to meet or exceed what the state minimum is and gave an example of ground faults. Mr. Scates stated as of September 1st of this year, the State will be under the 2023 NEC and states for the safety and well-being of the public and property we should meet what is the state minimum.

Mr. Scates advised with previous code adoptions, the Board of Electrical Examiners and staff went over all the codes, line by line and take their recommendation to City Council. When TDLR took over, the first code cycle taken to City Council, staff did what had been done previously. At that time, the current City Attorney stated since the State was taking over the codes that it was no longer needed to take the code adoption recommendation to City Council. At that time there was no response from anyone about making any changes to the code.

Mr. Grassi stated he believes the electrical community should have an opportunity to go over the 2017 NEC before the Board votes on the recommendation. Vice-Chairman Inman asked Mr. Floyd about the crunched timeline and if we could have a sub-committee meet to discuss the 2017 NEC, have them bring that back to a CBOA meeting, and still have it to the City Council before the July 19th meeting. Discussion among staff about notification deadlines and potential meeting times. Mr. Floyd advised staff would schedule a meeting for the sub-committee to meet Monday, June 20th and Wednesday, June 22nd at 2pm in room 500 to discuss the 2017 NEC. Staff would also set a tentative meeting date of June 29th for CBOA to convene to determine their recommendation for City Council July 19th 2022. Vice-Chair Inman asked Councilman Browning if this arrangement was agreeable. Mr. Browning advised yes it was. Mr. Floyd stated staff would notify the Board once dates and times were set.

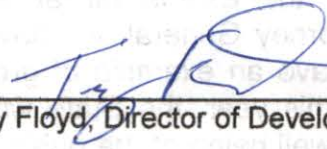
VIII. ADJOURN

Vice-Chairman Inman asked if there was any other business. Mr. Floyd thanked the Board for their time and being present. Vice-Chair Inman adjourned the meeting at 4:07pm.


Chairman, Leo Lane

Date

7-6-22


Terry Floyd, Director of Development Services

Date

7-6-22

VIII. ACTION

After Chairman Lane asked if there was any other business, Mr. Floyd stated that there was no other business and the meeting was adjourned. The Board of Adjustments adjourned at 7:00 p.m.

MINUTES
LAKE WICHITA REVITALIZATION COMMITTEE

June 14, 2022

PRESENT:

David Coleman, Chair
Matt Marrs
Sharon Roach
Mike Battaglino
Austin Cobb

■ Members

Blane Boswell, City Engineer

■ Staff

Robert Mauk, TP&W
Bob French, DAV

■ Guests

ABSENT: Tim Brewer, Steve Garner, Ford Swanson, John Strenski, Alison Sanders, Kendrick Jones, Alicia Castillo, Rick Hernandez

1. **Call to Order:** David called the meeting to order at 10:07 am and declared a quorum. He introduced our guest, Mr Bob French of the Disabled American Veterans local chapter
2. **Approval of Minutes:** May meeting minutes were approved unanimously.
3. **Project Updates:**

- 3.a. **Veteran's Plaza Project:** David informed the group that he made a presentation to WF City Council on June 7th regarding the question of whether the Veterans Memorial Plaza (VMP) should be constructed at Lake Wichita Park, rather than at the Boat Ramp site. During that presentation, Steve Garner explained to City Council that he has spoken to Brenda Patterson and Bob Howard, both of whom gave their approval for this site change. It was not a Council action item, so no vote was taken, but Council clearly supported moving the VMP to Lake Wichita Park.

At the next City Council meeting on June 21st, Council will consider approving the change order to the KHA design contract for \$63,000 to amend construction plans for the site change. David stated that he is working to transfer the funds in PayPal (approx. \$35,000) to the City to help cover the cost of the re-design work, with the remainder of the funding taken from the approx. \$50,000 the City is holding for potential change orders.

David informed the group that the Saluting Soldier statue is now complete, and funds (\$14,500) have been requested from the WFACF to pay the remainder of the statue's cost (\$12,500) plus shipping (\$2,000). David is working with Terry Points to find a place to store the statue until it's ready to be installed at the Plaza. Michael stated he might have a place to store the statue, and he will check on that.

David informed the group that a progress payment is being processed through the WFACF in the amount of \$21,500 for the Gold Star Family monument. This will leave a final balance of \$10,750 due when the monument is completed.

June 14, 2022

David stated that on June 20th, the City Council of Lakeside City will consider approval for John Strenski to submit a "Grant Request" to the WFACF to do two things: First, pay the Polar Engraving invoice of \$24,753.50, and second, (after Polar is paid) transfer the remaining balance in that account (which would then be approx. \$5,000) to the City of WF to help cover design costs.

The Committee discussed the wording for the GSF Monument's Descriptive Marker. David provided draft wording, and after a few suggestions, a final version was agreed upon unanimously. David will communicate this wording to the Woody Williams Foundation Rep, so they can begin production of the Marker.

3.b. Lake Deepening: No discussion.

3.c. Kayak Launch Grant: Awaiting delivery of the Launch equipment.

4. Discussion of Brick Sales and Fundraising Initiatives: David stated that he edited all 743 of the brick orders, and we await action by Lakeside City to get the Polar invoice paid. Bricks should be delivered late August, and before then, we must find a place to store the bricks and decide upon a method of getting the Replica Bricks to the people who ordered them.

5. Other Business Matters: None.

5.a. Website Changes: On hold.

6. Adjournment: The meeting adjourned at 10:40 am.



David Coleman, Chair

12 July 22
Date

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Conduct a public hearing and take action on an ordinance adopting the 2018 International Swimming Pool and Spa Code (ISPSC) and associated amendments.

INITIATING DEPT: Development Services

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

BACKGROUND:

- March 7, 2022 – Initial ISPSC meeting held with CBOA committee members and contractors to discuss ISPSC.
- March 23, 2022 – CBOA considers amendments to the current building codes and votes to stop all pursuit of the 2021 ICC codes, except for the ISPSC. Directs staff to continue meeting schedule for ISPSC as proposed.
- May 19, 2022 – Staff holds additional ISPSC meeting with CBOA members and contractors to finalize any further amendments and/or items related to adoption of the ISPSC.
- June 13, 2022 – CBOA recommends adoption of the 2018 ISPSC with staff recommended amendments.
- July 19, 2022 – City Council consideration of adoption of the 2018 ISPSC

COMMENTARY:

The International Swimming Pool and Spa Code (ISPSC) is a model code that regulates the minimum requirements for the design, construction, repair, and maintenance of swimming pools, spas, hot tubs, and aquatic facilities. The 2018 version of the ISPSC is the minimum standard required under state law.

The attached ordinance would formally adopt the 2018 version of ISPSC as recommended by the City's Construction Board of Adjustments (CBOA). The attached ordinance amends Article X – Swimming Pool as codified in Chapter 22 of the City's Code of Ordinances.

The ordinance also includes one staff-proposed amendment to require carbon monoxide detectors be installed in public pool equipment rooms when fuel-fired equipment is housed inside the equipment room.

Staff held meetings with members of the CBOA, local pool contractors and other interested parties on March 23 and May 19, 2022, to discuss adoption of the ISPSC. Staff is recommending moving forward with adoption of the 2018 ISPSC at this time, which is

in accordance with the minimum code as adopted by the State in the Texas Local Government Code - Section 214.103. International Swimming Pool and Spa Code.

The CBOA unanimously approved a formal recommendation to adopt the proposed ordinance with the proposed amendment at the June 13, 2022, meeting.

RECOMMENDATION:

Staff recommends (1) the Council open the public hearing and received citizen comments, and (2) approval of the ordinance.

☒ **Development Services Director**

☒ **Assistant City Manager**

ASSOCIATED INFORMATION: Ordinance; Notes from March 7 & May 19, 2022, ISPSC Code Meetings

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance amending Chapter 22 Article X of Buildings and Building Regulations to formally adopt the 2018 International Swimming Pool and Spa Code, and making grammatical and semantic clarifications, and providing for codification

WHEREAS, City Staff recommends moving forward with the 2018 International Swimming Pool and Spa Code (ISPSC) with local amendments; and,

WHEREAS, the 2018 ISPSC is formally adopted by the State of Texas as codified in Texas Local Government Code - Section 214.103. International Swimming Pool and Spa Code; and,

WHEREAS, staff and members of the Construction Board of Adjustment and Appeals (CBOA) have met with local pool contractors and stakeholders on March 7 and May 19, 2022, to discuss possible adoption of the ISPSC; and,

WHEREAS, both City staff and the CBOA has formally recommended to the City Council adoption of the 2018 ISPSC with local amendments; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The following amendments to Article X of Chapter 22 of the City's Code of Ordinances, Buildings and Building Regulations, to formally adopt the 2018 International Swimming Pool and Spa Code and existing local amendments.

ARTICLE X. SWIMMING POOLS*

Sec. 22-676. International Swimming Pool and Spa Code adopted by reference.

The International Swimming Pool and Spa Code (ISPSC) 2018 edition, published by the International Code Council (ICC), is adopted by reference as though copied fully in this section.

Sec. 22-677. Changes, Deletions and Amendments.

- a. Where a pool is open to the public the following requirements apply in addition to any ISPSC requirements:
 - i. Texas Administrative Code, Title 2,5 Chapter 265, Subchapter L and M;
 - ii. Texas Health and Safety Code Sections 341.064, 341.0645, and 341.0695.
- b. Where a pool is owned, controlled, or maintained by the owner of a multi-unit rental complex or by a property owners association the following requirements apply, in

addition to any ISPSC requirements:

- i. Texas Health and Safety Code Chapter 757
- c. Where a public pool is in operation, Carbon Monoxide Detectors shall be provided in equipment rooms when fuel-fired equipment is housed inside the equipment room.

Sec. 22-678. Fences required; specifications.

Every person in possession of land within the city, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, shall at all times maintain upon the lot or premises on which the swimming pool is located and completely surrounding the swimming pool, lot or premises a fence, wall or other solid structure designed to prevent small children from inadvertently wandering into the pool. Such fence or other solid structure shall not be less than four feet in height, with no openings therein, other than doors or gates, larger than six inches square. All such doors opening directly into such enclosure shall be equipped with self-closing and self-latching devices designed to keep and capable of keeping such doors or gates securely closed at all times when not in actual use. Such latching device shall be attached to the upper quarter of the gate or door. However, the door of any dwelling occupied by human beings and forming any part of the enclosure need not be so equipped. It shall be unlawful to maintain any swimming pool in the city which is not fenced in accordance with this section. (1966 Code, sec. 7-1; 2001 Code, sec. 22-676)

Sec. 22-679. Compliance with plans.

All plans submitted to the city for swimming pools to be constructed shall show compliance with the requirements of [section 22-676](#), and the final inspection and approval of all pools constructed shall be withheld until all requirements of [section 22-676](#) shall have been complied with by the owner, purchaser under contract, lessee, tenant or licensee. (1966 Code, sec. 7-2; 2001 Code, sec. 22-677)

Secs. 22-680–22-699. Reserved.

2. The amendments established by this ordinance shall be made available to the public through the Office of the City Clerk, and be published online in such a manner as to be available to the public.

3. Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

4. This ordinance shall take effect 30 days following its approval by City Council and it is so ordained.

PASSED AND APPROVED this 19th day of July 2022.

MAYOR

ATTEST:

City Clerk

CBOA SUB-COMMITTEE NOTES

ISPSC CODE ADOPTION

March 7, 2022

PRESENT:

Tanner Wachsman
Pam Hughes Pak
Monty Priddy
JP Price
Jose Garcia

u CBOA Member
u Atmos
u Priddy Electric
u Priddy Electric
u Garcia Const.

Terry Floyd, Development Services Director
Wayne Smith, Chief Building Official
Stephanie Taylor, Sanitarian, Health Department
Christal Ashcraft, Development Services Assist.

u City Staff
u
u
u

**The purpose of the Code Adoption Meetings are to discuss the new code and recommendations to the Construction Board of Adjustments (CBOA) in the future.*

I. 2021 INTERNATIONAL SWIMMING POOL & SPA CODE (ISPSC) ADOPTION

Mr. Wayne Smith gave a brief introduction and introduced staff and guests. Mr. Smith advised the City of Wichita Falls had not previously adopted the 2018 ISPSC as the state had and, therefore, there were no significant changes books to review and also no current amendments in place.

Mr. Smith went through names of chapters and stated there were not many changes from 2018 to 2021 code that he was recommending to adopt. Mr. Smith stated there were many references back to other codes for electrical and plumbing.

II. Proposed Amendment(s)

· 324.8.2.3 Combustion Equipment Interior Equipment Storage

Mr. Smith advised there was one proposed amendment to the 2021 code under Section 324.8.2.3, that stated, "Pool equipment stored in a storage area with a gas fired heater will be required to have a carbon monoxide detector installed".

Mr. Smith and Ms. Stephanie Taylor discussed the changes the Department of Health Services and the City Health Department were making. It was noted that if anyone was to encounter a situation where there was a conflict between the Health Department and what the ICC stated to contact Mr. Smith. He will be tracking those conflicts along with any situations (as long as it was not a life or safety issue) that do not fit with the City of Wichita Falls for future proposed amendments. It was also noted the Health Department does not regulate residential pools and spas.

III. Next Meeting

April 14th, 2022, 1 p.m.

CBOA SUB-COMMITTEE NOTES

ISPSC CODE ADOPTION

May 19, 2022

PRESENT:

Cody Parks	u Guest
Bill Byrd	u Guest
Chris Scott	u Guest
Rick Dixon	u Guest
Syd Litteken	u Guest

Terry Floyd, Development Services Director	u City Staff
Wayne Smith, Chief Building Official	u
Martin Wolfe, Plumbing Inspector	u
Stephanie Taylor, Sanitarian, Health Department	u
Christal Ashcraft, Development Services Assist.	u

**The purpose of the Code Adoption Meetings is to discuss the new code and recommendations to the Construction Board of Adjustments (CBOA) in the future.*

IV. INTRODUCTION

Mr. Terry Floyd gave a brief introduction on the State adopted 2018 International Swimming Pool & Spa Code. Mr. Floyd stated the City of Wichita Falls has no adopted ISPSC and the State-adopted minimum is the 2018 ISPSC. Mr. Wayne Smith stated local amendments could be provided. Mr. Floyd advised discussions on adopting the 2021 ISPSC were started previously, but the Construction Board of Adjustments (CBOA) voted to cease pursuit of the adoption of the 2021 ICC codes, except for the ISPSC, which is anticipated to be considered for recommendation by the CBOA on June 13th. Introductions of staff were given and also guests present.

V. INTERNATIONAL SWIMMING POOL & SPA CODE (ISPSC) ANALYSIS

Mr. Smith advised that the City of Wichita Falls had not previously adopted any ISPSC as the state had, and, therefore, there were no significant changes books to review and also no current amendments in place.

Mr. Smith stated there were not a lot of changes from the State adopted 2018 ISPSC and the 2021 ISPSC. Most if any were transcribed from 2018 version and there would be a risk of being in conflict with State Health Codes with significant changes. Mr. Smith advised amendments could be made, however, he noted anything in the ISPSC is superseded by the State Health Department.

VI. PROPOSED AMENDMENT

• 324.8.2.3 Combustion Equipment Interior Equipment Storage

Mr. Smith advised there was one proposed amendment to the code that was requested by the Health Department in Section 324.8.2.3. That section states that "Pool equipment stored in a storage area with a gas fired heater will be required to have a carbon monoxide detector installed". Ms. Taylor stated that unless the amendment is passed by City Council, the Health Department could only recommend the installation of the carbon monoxide detector; they could not require installation. Mr. Smith advised if adopted, this requirement

would only be for new construction and renovations. The City does not make current pools install the detector, nor does the Building Inspections Department do retroactive inspections on pools, unless it is a life or safety issue. Mr. Smith stated currently everything goes through the Health Department.

A guest asked if front motors had to be GFI protected, and that some pools were over 50 years old, do they have to be GFI protected? Mr. Smith advised ISPSC stated if it was legal at the time of installation then it was in compliance. State rules require updating on commercial items. An inspection is required if new equipment is installed, but if a contractor is changing a component such as a breaker, no inspection is required.

Mr. Smith stated staff had no issues adopting the 2018 ISPSC, however, the State in 2023, may adopt the 2021 codes. At that time, the City may then consider adoption of the 2021 ISPSC. Mr. Smith advised there was not much change from the 2018 to the 2021 code, it was mostly clarifying language, except for equipment rooms and what can be stored in them.

A guest asked if pool installers had to be licensed. Mr. Smith stated anyone can install a pool up to where it taps into the plumbing with no license. A guest asked about regulations for marines and docks. Mr. Smith stated those fall under the County/State inspections. Another question asked was regarding required fencing. Mr. Smith stated there are fencing regulations in the 2021 ISPSC for pre-digs to have barriers in place to keep people from falling in.

Mr. Smith asked if there were any concerns/questions/input. A guest asked why carbon monoxide detectors were required if chlorine was not allowed to be stored in the same area. Mr. Smith clarified, carbon monoxide detectors were only required if there were gas fired equipment in the same storage area.

It was also noted the Health Department does not regulate residential pools and spas.

• **Meeting Ended @ 10:47am.**

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Ordinance amending Chapter 22 Article III of Buildings and Building Regulations to formally adopt the 2017 National Electric Code and removing reference to the Board of Electrical Examiners and making grammatical and semantic clarifications, and providing for codification.

INITIATING DEPT: Development Services

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

BACKGROUND:

- May 12, 2022 – City publishes notice of NEC on City website
- May 16, 2022 – Notification sent to City contractor list (5,000+ contractors) of Public Hearing and Council consideration date
- May 17, 2022 – City Council conducts Public Hearing regarding the proposed 2017 NEC adoption
- June 7, 2022 – City Council directs the Construction Board of Appeals and Adjustments (CBOA) to review and make a recommendation on the proposed adoption of the 2017 NEC on or before July 12, 2022, for consideration by the City Council on July 19, 2022.
- June 13, 2022 – CBOA meeting to consider review and action on recommendation of adoption of 2017 NEC and associated amendments. CBOA requests staff hold additional meetings with electrical contractors to discuss 2017 NEC adoption and associated amendments.
- June 20, 2022 – Staff held a meeting with local contractors and CBOA members to discuss the 2017 NEC adoption and associated amendments.
- June 22, 2022 - Staff held a meeting with local contractors and CBOA members to discuss the 2017 NEC adoption and associated amendments.
- July 6, 2022 – CBOA conducts public hearing and makes a recommendation to adopt of 2017 NEC and associated amendments with three additional board member-initiated amendments.
- July 19, 2022 – **City Council consideration of adoption of the 2017 NEC.**

The attached ordinance formally adopts the 2017 National Electric Code (NEC) and strikes/amends references to the City's Board of Electrical Examiners. This board was

recently ended by City Council due to changes in State of Texas licensure requirements.

A public hearing was held at the May 17, 2022, City Council meeting in advance of the formal consideration of adoption by the City Council. Additionally, the 21-day notice regarding the proposed ordinance for the proposed adoption of the 2017 NEC was published on the homepage of the City website on May 12, 2022. A copy of the Ordinance as proposed was also included in the notification. Recent State legislation requires this publication and a notice of the public hearing be held in advance of any formal adoption of building codes.

The 2017 NEC has been the accepted standard by the construction community over the past five (5)- plus years, and has been the standard that has been enforced by staff. The proposed ordinance and its associated revisions, if approved as recommended by staff, will formally codify the 2017 NEC as the electric code for the City. No changes are being proposed to any local electrical code amendments as currently codified in City ordinances.

Additionally, the proposed amended Ordinance revises the current language in Chapter 22, Article III, to remove reference to a local Board of Electrical Examiners. This is a board that was established in the Ordinance many years ago, but is no longer needed for local electrical contractor licensure and review, as those duties are now a function of Building Inspections Divisions and/or the Construction Board of Appeals.

As directed by the Council at the June 7, 2022, meeting, the CBOA met to consider a recommendation of adoption of the 2017 NEC with associated amendments on June 13, 2022. At that meeting, the Board directed staff to hold additional code adoption meetings with local contractors. Staff held two meetings with local contractors and the CBOA on June 20 and June 22, 2022. From that meeting, staff received the comments, all of which were provided by one local home builder. No other comments related to potential code amendments were provided by those in attendance and/or contractors in contact with staff following the meeting.

The CBOA met on July 6, 2022, to again consider a recommendation of adoption of the 2017 NEC. The Board conducted a public hearing and voted to recommend adoption of the 2017 NEC and associated amendments, along with three additional amendments (see "Exhibit A") related to:

1. Amendment to language in 410.16 (c) (1) to allow for proximity measurements for lighting luminaires relative to closet spacing.
2. Adding language to section 210.52 subsection 2, subsection 1, to add floor level windows as an exception to wall space and other floor level interruptions.
3. Electrical plugs are not required in peninsula and island counter top space, specifically on hard counter tops.

RECOMMENDATION:

Staff recommends approval of the ordinance including “Exhibit A”.

☒ **Director of Development Services**

☒ **Assistant City Manager**

ASSOCIATED INFORMATION: Formal CBOA Proposed Amendment Language;
Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Exhibit A

Formal 2017 NEC Amendment Language as recommended by CBOA

Sec. 22-401. National Electrical Code

(a) Adoption.

The National Electrical Code, ~~2005~~ 2017 edition, ANSI/NFPA 70, published by the National Fire Protection Association, is adopted as a part of this article as fully as if copied at length in this division. A copy of the National Electrical Code, ~~2005~~ 2017 edition, shall be filed with the City Clerk's office as a public record. If a conflict occurs with any provision of the National Electrical Code and this article, the sections of this article shall control.

(b) Changes, deletions and amendments.

The following changes, deletions and amendments are made to the specified sections in the 2017 edition of the National Electrical Code in section 22-401(a). Where an adopted section of the 2017 National Electrical Code not been changed, deleted, or amended by this ordinance, it is adopted as worded in the 2017 National Electrical Code.

- (1) 210.52(A)(2)(1): Any space 600 mm (2 ft) or more in width (including space measured around corners) and unbroken along floor line by doorways and similar openings, fire places, fireplaces, fixed cabinets that do not have countertops or similar work surfaces, windows that extend to the floor plate, and decorative or ornamental walls, as noted on the plan set, such as stone, brick, marble, or other material as determined by the Chief Building Official. In any event, a receptacle shall be mounted as close as possible to a decorative wall.
- (2) 210.52(C)(2) Island Countertop Spaces. A receptacle is not required for Island Countertop Spaces. A small appliance wire shall be run to the island and be enclosed in a box under the island for future use.
- (3) 410.16(C)(3) 150 mm (6 in) for recessed incandescent installed in the wall or ceiling. LED luminaires with a completely enclosed light source may be installed without regard to distance.

Ordinance No. _____

Ordinance amending Chapter 22 Article III of Buildings and Building Regulations to formally adopt the 2017 National Electric Code and removing reference to the Board of Electrical Examiners and making grammatical and semantic clarifications, and providing for codification

WHEREAS, City Staff has identified that previous understanding of adoption of the National Electric Code was not codified formally in City Ordinances; and,

WHEREAS, after receiving and reviewing the error, the City Council is moving forward with the formal adoption of the 2017 version of the National Electric Code (NEC) and all local amendments as previously approved; and,

WHEREAS, the City Council finds that a public hearing was held by the City Council on May 17, 2022 in which people were encouraged to discuss, and did discuss, the proposed adoption of the 2017 NEC; and,

Whereas, the City Council finds that the City of Wichita Falls has published notice of this proposed action to adopt the 2017 NEC conspicuously on its internet website for over 21 days prior to this action; and,

Whereas, the City Council finds that the City of Wichita Falls sent out electronic communications to approximately 5,000 local contractors and builders letting them know of the proposed action to adopt the 2017 NEC; and,

WHEREAS, the City Council has approved additional ordinance language to remove references to the local Board of Electrical Examiners so as to remove any confusion in the roles and duties of staff and the Construction Board of Appeals and Adjustments;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The following amendments to Article III of Chapter 22 of the City's Code of Ordinances, Buildings and Building Regulations, to formally adopt the 2017 National Electric Code and local amendments.

ARTICLE III. ELECTRICITY

DIVISION 1. GENERALLY

Sec. 22-56. Declaration of policy.

The ~~Board of Electrical Examiners~~ Chief Building Official has determined that there is a need to update and modernize those sections of this Code that establish the city electrical code ~~and provide for the board of examiners~~, and it is in the best interest of the

health and safety of the city's citizens that such sections of this Code be kept current with modern electrical codes and regulations.

Sec. 22-57. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apprentice electrician must be at least 16 years of age and be engaged in the process of learning and assisting in the installation of electrical work under the supervision of a registered master electrician.

~~Board. The city Board of Electrical Examiners~~

Chief Building Official. The officer charged with the administration and enforcement of this code or his designee.

Code. The city electrical code.

Direct supervision. The review and inspection of all electrical work done by a supervisor, who shall be either a registered journeyman electrician, master electrician, or industrial electrician, and who shall be actually present at the job site at all times while electrical work is in progress.

Electrical maintenance work. The keeping in safe repair and operating condition of any and all electrical installations, apparatuses and equipment within or without any building or structure or located in or upon any lot or premises within the city.

Electrical work:

(1) All wiring, circuits, fixtures, appurtenances and appliances for the supply of electrical power, for all personal, domestic and commercial purposes in and about buildings or other structures where persons live, work or assemble; all wiring, circuits, fixtures, appurtenances and appliances outside such buildings or structure connecting the building with the source of electricity;

(2) The installation, repair and maintenance of all wiring, circuits, fixtures, appurtenances and appliances in and about buildings or structures where persons live, work or assemble, for a supply of electricity; and

(3) All other activities, including demolition of structures where energized circuits exist, installations or measures incidental to the distribution or electrical energy which are covered, regulated or in any fashion controlled by the specific section of this article.

Engineer. A person who is registered to practice engineering in the state and is actively engaged in electrical design or consulting services within the state.

Graduate engineer. A person who holds a degree in electrical engineering from any accredited college or university.

Industrial electrician. Any person licensed by the state as an industrial electrician.

Inspector. The electrical inspector or his designated representative, qualified in electrical code inspections, who shall have the duty of inspecting any and all electrical work for electrical code compliance.

Job site. The specific premises or installation described in the electrical permit under which electrical work is being performed.

Journeyman electrician. Any person licensed by the state as a journeyman electrician.

Maintenance electrician. A person with at least two years' experience in the electrical trade who is a full-time employee of a company or business and whose duty it is to maintain the existing electrical system, including all fixtures and appurtenances contained in a building, structure, lot or premises owned or operated by his employer.

Master electrician. Any person licensed by the state as a master electrician.

N.E.C.. The National Electrical Code, as adopted by the city in [section 22-401](#), compiled by the National Fire Protection Association.

Sign. Any physical device, panel or installation attached to or located on a building, premises or structure, used to display any message or communicate any thought or idea and which uses electrical current for its intended operation.

Secs. 22-58–22-85. Reserved.

DIVISION 2. ADMINISTRATION

Subdivision I. In General

Secs. 22-86–22-110. Reserved.

Subdivision II. Electrical Inspector

Sec. 22-111. Office established.

(a) There is established within the Building and Code Administration Division of the Community Development Department, [under the direction of the Chief Building Official](#), the office of electrical inspector. The electrical inspector and assistants shall be charged with the enforcement of this article under the direct administration of the building and code administrator.

(b) The electrical inspector and assistants shall be appointed by the ~~building and code administrator~~ [Chief Building Official](#) with the approval of the ~~city manager~~ [City Manager](#). Appointment and removal of the electrical inspector or assistant electrical inspectors shall be in accordance with the requirements of this article and the city's personnel rules and regulations.

(c) The electrical inspector shall possess adequate supervisory and administrative abilities as are required for the performance of duties and shall have a thorough knowledge of current approved methods and practices relating to the electrical code adopted in this article and electrical installations. The electrical inspector shall have at least five years' experience as a journeyman or master electrician in the practice of his trade or as an electrical inspector. In lieu of such experience, the electrical inspector may possess equivalent qualifications as approved by the ~~building and code administrator~~ [Chief Building Official](#).

(d) Assistant electrical inspectors shall be knowledgeable in current and approved methods and practices relating to the electrical code adopted in this article and electrical installations. They shall have at least two years' experience as a master or journeyman electrician in the practice of their trade. In lieu of such experience, an assistant electrical inspector may possess equivalent qualifications as approved by the building and code administrator.

(e) An applicant for the position of electrical inspector or assistant electrical inspector shall be required to pass a written examination for journeyman electrician prior to employment or shall have passed such examination within five years prior to such application.

Sec. 22-112. Enforcement duties.

It shall be the duty of the electrical inspector to enforce the provisions of the city electrical code and to discharge the responsibilities assigned to him by this article.

Sec. 22-113. Identification cards.

The electrical inspectors shall have identification cards in their possession at all times when engaged in the enforcement of this article.

Sec. 22-114. Delegation of duties.

It shall be the duty of the electrical inspector to enforce this article; however, the electrical inspector is authorized to designate qualified employees serving under his direction and control to assist in the discharge of such duty.

Sec. 22-115. Conflict of interest.

No person discharging the duties of electrical inspector under this article shall be an

employer or employee of or have any pecuniary interest, direct or indirect, in any business, firm, company or association engaged in any phase of electrical work within the city.

Sec. 22-116. Right of entry; interference with entry.

(a) Whenever necessary to make an inspection to enforce any of the sections of this article, or whenever the electrical inspector has reasonable cause to believe that there exists in any building or upon any premises any condition or electrical code violation which makes such building or premises unsafe, dangerous or hazardous, the electrical inspector may enter such building or premises at all reasonable times to inspect the building or premises or to perform any duty imposed upon the electrical inspector by this article. However, if such building or premises is occupied, he shall first present proper credentials and request entry; if such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If such entry is refused, the electrical inspector shall have recourse to every remedy provided by law to secure entry.

(b) When the electrical inspector shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request is made as provided in this section, to promptly permit entry therein by the electrical inspector for the purpose of inspection and examination pursuant to this article.

Sec. 22-117. Notice of violation.

When the electrical inspector observes or if it comes to his attention that any electrical work is installed contrary to or in violation of this article, it shall be his duty to immediately notify the responsible master electrician, industrial electrician, other permitted electricians or the owner or occupant of the premises to immediately correct such installation or cease work on the entire installation until the violation is corrected.

Secs. 22-118–22-145. Reserved.

~~Subdivision III Board of Electrical Examiners~~

~~Sec. 22-146.—Created.~~

~~There is created a Board of Electrical Examiners for the city to be appointed by the city council. The administration of the appeal and registration provisions of the city electrical code shall be vested in the board.~~

~~Sec. 22-147.—Membership.~~

~~The Board of Electrical Examiners shall consist of seven members, who shall serve without compensation. these members shall include two master electricians, one journeyman electrician, one member who is an employee of the local electric utility company, one member who shall be a representative of industry, one member who shall be a homebuilder or otherwise associated with the homebuilding industry, and one member who shall be designated as a member at large. This member shall not be connected with~~

~~the electrical contracting industry for monetary gain.~~

~~Sec. 22-148.—Terms of office; officers; removal; vacancies.~~

~~(a)—All appointments of members to the Board of Electrical Examiners shall be for terms of two years; however, no member shall serve for more than three consecutive terms. Terms shall be staggered and shall end on July 31. Members shall serve until their successors are appointed.~~

~~(b)—The chairperson and vice-chairperson shall be elected by the members of the board annually. When good cause exists, a member may be removed by the city council. Any member absent for four consecutive regular meetings, without cause, shall be replaced by the council.~~

~~Sec. 22-149.—Supplies.~~

~~The city shall provide the Board of Electrical Examiners with proper books of record, blank forms, stationery and supplies, proper and adequate for the conduct of its business.~~

~~Sec. 22-150.—Quorum.~~

~~Any four of the seven members of the board of electrical examiners shall constitute a quorum for the transaction of all business before the board, except where a greater number is specifically required by other sections of this article.~~

~~Sec. 22-151.—Rules, policies.~~

~~(a)—The Board of Electrical Examiners is directed to adopt such policies and promulgate such rules and regulations, not inconsistent with this article and the Charter and the city electrical code, as it may find necessary to expedite the enforcement and administration of such duties as are in this article delegated to the board. All policies, rules and regulations which shall be adopted by the board shall be reduced to writing and kept in book form in the same office of the electrical inspector and open to the public at all reasonable times.~~

~~(b)—All master electricians and industrial electricians registered as provided under this article shall be notified in writing of any changes to such rules and regulations.~~

~~Sec. 22-152.—Recommendation for improvement of electrical code.~~

~~The Board of Electrical Examiners is directed to submit to the city council its written recommendations, as necessary, for the improvement of this article and the electrical code adopted in this article.~~

~~Sec. 22-153.—Powers and duties.~~

~~The electrical inspector shall act as the secretary of the Board of Electrical Examiners with the power and duty to:~~

~~(1)—Keep and maintain a full record of all proceedings of the board.~~

~~(2)—Administer oaths in hearings held before the board concerning the granting, denying, suspension or revocation of a registration, requested or issued, pursuant to this article.~~

~~(3)—Certify all official acts of the board.~~

~~(4)—Issue subpoenas for attendance of witnesses and the production of books~~

~~and papers at all hearings before the board concerning the granting, denying, suspension or revocation of a registration, requested or issued, pursuant to this article.~~

~~(5) — To the extent requested by the board, assist the board in keeping all forms up to date with the provisions of the electrical code.~~

~~Sec. 22-154. — Registration.~~

~~(a) — A person licensed by the state as an electrical contractor or electrical sign contractor who seeks to perform electrical work in the city shall register his state license with the Building and Code Administration Division prior to work being done.~~

~~(b) — Upon registration of a state license, an electrical contractor may perform electrical work in the city, provided such work is within the scope of his state license and city ordinances.~~

~~Sec. 22-155. — Interpretation of electrical code.~~

~~(a) — When a proper appeal has been made in accordance with section 22-403, the Board of Electrical Examiners is authorized, empowered and directed to interpret any word, clause, sentence, paragraph or other provision contained in the city electrical code. When a question arising by appeal is acted upon by the board, such action shall be by a majority vote of the board hearing the appeal, and the board's decision in each case shall be reduced to writing and filed in the office of the electrical inspector.~~

~~(b) — Each decision rendered by the board in accordance with subsection (a) of this section shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity.~~

~~(c) — Any decision rendered by the board in accordance with this section may be modified or revoked when the board finds that facts and circumstances warrant such action. Any decision made under this subsection which substantially changes, modifies, or revokes a prior decision of the board made under this section shall not become effective until ten days after the decision of the board has been filed in the office of the electrical inspector, unless specifically ordered to the contrary by the board.~~

~~(d) — This section shall never be construed as granting any legislative power to the board, such power being exclusively in the city council.~~

~~(e) — A copy of any decision of the board rendered under this section shall be mailed to every registered master electrician or industrial electrician within the city affected by such decision and to any other person designated by the board to receive the decision.~~

~~Sec. 22-156. — Procedure for conduct of hearings.~~

~~When a public hearing is authorized or required to be held by the Board of Electrical Examiners, the following procedures shall be followed:~~

~~(1) — A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the board.~~

~~(2) — In addition to the record of the proceeding made by the board, any person appearing before the board may, at his expense, have the proceeding recorded by~~

~~a duly-certified court reporter. When a court reporter is employed, the person employing the reporter shall furnish a transcript of the hearing as produced by the reporter to the board at no cost to the board.~~

~~(3) The board may grant a continuance of a hearing for good cause shown.~~

~~(4) The chairperson of the board or the board's secretary shall have the power to administer oaths or affirmations at any hearing conducted by the board.~~

~~(5) Notice of any hearing held by the board shall be sent to any person affected by certified mail, return receipt requested, and shall be in substantially the following form:~~

~~NOTICE OF HEARING~~

~~TO (Name)~~

~~ADDRESS~~

~~"You are hereby notified that a hearing will be held before the City of Wichita Falls Board of Electrical Examiners at _____ on the _____ day of _____, 20____ at the hour of _____ o'clock ____m.~~

~~The subject matter of the hearing is as follows:~~

~~_____~~

~~You may be present at the hearing and may represent yourself or be represented by legal counsel of your choice.~~

~~You may present any relevant evidence on your behalf concerning the subject matter of the hearing and will be given the full opportunity to cross-examine all witnesses offering evidence against you.~~

~~You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents, papers or other matters by filing a written request for such subpoena with the Secretary of the Board."~~

~~(6) The secretary of the board shall issue all subpoenas requested in writing by any party to a hearing before the board. It shall, however, be the obligation of the requesting party to furnish to the secretary of the board all necessary information for the proper issuance of any subpoena.~~

~~(7) The board itself, in addition to any party to a hearing held by the board, may, by motion, request a subpoena to be issued to compel the attendance of any witness or the production of books, papers, documents or other things in the interest of fairness.~~

~~(8) The secretary of the board shall not issue any subpoena when the requesting party fails to provide the necessary information to the secretary for its issuance.~~

~~(9) The right to cross-examination shall be allowed to all parties to a hearing held before the board.~~

~~(10) — The right to be represented by legal counsel shall be extended to all parties to a hearing before the board.~~

~~(11) — The right to call a witness on his behalf shall be extended to all parties to a hearing before this board.~~

~~(12) — In every case where the subject matter of the hearing before the board is the suspension or revocation of the registration of any state licensee, the burden of proof shall be upon the person commencing such action.~~

~~(13) — During a hearing held before the board, any member of the board shall have the right to direct any question to either party to such hearing.~~

~~(14) — Oral evidence shall be taken only on oath or affirmation of the witness offering such evidence.~~

~~(15) — Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.~~

~~(16) — The board shall have in mind that it is conducting an administrative hearing and, consistent with this section, may adopt any rules necessary to conduct such hearing held before it.~~

~~(17) — The board shall render its decision in writing within five days of the conclusion of any hearing held before it.~~

Subdivision ~~IV~~ III. Permits

Sec. 22-~~186~~ 146. Required.

(a) It shall be unlawful for any person to undertake any electrical work within the city without having obtained a permit authorizing the person to undertake such work.

(b) There shall only be one electrical permit issued or outstanding at the same time for any electrical work undertaken at any job site within the city. However, the electrical inspector shall be authorized to issue two or more permits for a job site when the electrical work to be undertaken at a job site is to be done in separate phases and the electrician applying for the permit is to be responsible for one or more phases of the electrical work, but not the total work required for completion of the job.

(c) When a master electrician has obtained a permit to undertake electrical work and the electrician is seeking to undertake less than the total electrical work at a job site, the following requirements apply:

(1) The master electrician shall, prior to the issuance of such permit, supply to the electrical inspector drawings, diagrams or plans which show the exact scope of the work to be undertaken.

(2) The master electrician shall be solely responsible for all electrical work to be undertaken by such electrician at the job site.

(3) The master electrician who has obtained a permit to do electrical work at a job site when such work is a phase or part of the total work, but less than the total work required at the job site, shall do only such work at the job site authorized by his permit.

(4) When there is more than one electrical permit issued for a job site within the city, where two or more master electricians are working on different parts or phases of the electrical work at such site, it shall be the joint responsibility of all such electricians so permitted to see that the individual work undertaken is compatible with all other electrical work undertaken at the job site and in conformity with the approved plans for the job and this article.

(5) When two or more master electricians have performed phases or work at a job site, the electrical inspector shall make one final electrical inspection at the job site, which shall cover all electrical work undertaken or done at the job site, and shall not pass the work unless all electrical work undertaken at the job site is found to comply with this article.

(d) The electrical inspector shall issue only one electrical permit per job site for the same or identical work with the following exceptions:

(1) When the master electrician has failed to complete the work, and such fact is communicated by the general contractor or property owner.

(2) When the electrical inspector is notified in writing by the master electrician that his contract for the electrical work is no longer in effect.

(3) When the electrical inspector has been notified in writing by the general contractor permitted at the job site that the master electrician originally permitted to do the work at the job site has been replaced with a new electrician.

(e) When the electrical inspector determines that a new permit will be issued, the person requiring such permit shall pay the full fee for the permit, and no refund shall ever be made on the original permit issued.

(f) The electrical inspector is authorized to require any other type of evidence from the general contractor or master electrician which he deems necessary prior to the issuance of a new electrical permit.

(g) The issuance of a new permit under this section shall release the first permitted electrician of any responsibility for compliance with this article for work completed by such electrician, and the new permitted electrician shall be responsible for compliance with this

article for the entire job site.

(h) The ~~electrical inspector~~ Chief Building Official shall require the owner, general contractor or subcontractor or other interested person to execute an indemnity agreement agreeing to hold harmless and defend the city and ~~building and code administrator~~ Chief Building Official from any and all liability which may be alleged as a result of the issuance of a new electrical permit under this section and to require such agreement to be secured by bonds and insurance deemed appropriate unless a release is signed by all parties.

Sec. 22-~~187~~ 147. Exemptions.

(a) No permit shall be required for a registered electrician or a homeowner to undertake minor electrical work, which by way of illustration and not limitation is as follows:

- (1) Repairing flush and snap switches.
- (2) Replacing fuses.
- (3) Changing lamp sockets and receptacles.
- (4) Replacing neon tubing in or on an existing sign erected in compliance with this article.
- (5) Changing lamp or ballast.

(b) No permit shall be required to attach or repair electrical wiring or install service to electrical apparatuses or equipment which are a part of a refrigeration, heating or air conditioning system or unit or any motor unit driving other equipment. Nothing in this subsection shall be construed as allowing any person to install new electrical wiring to or in a building or premises in order to install any of the equipment listed in this subsection, and this section shall be construed to allow a person to connect to existing wiring only.

(c) No permit shall be required, after original installation and inspection, to change an electrical fixture or repair or replace an electrical fixture unless the work will require a change in the size of the wiring supplying current to such fixture.

Sec. 22-~~188~~ 148. Classification.

The following types of permits for electrical work may be issued by the ~~electrical inspector~~ Chief Building Official:

(1) General electrical permit. A general electrical permit shall only be issued to a master electrician and shall authorize the electrician to perform any type of electrical work at a specific job site for which his registration qualifies.

(2) Homeowner's permit.

a. A homeowner's electrical permit shall only be issued to a person who owns and resides in a single-family home and may be used by such homeowner to do electrical work on the premises used by the homeowner as his residence. The electrical inspector shall be authorized to require proof of ownership and residence for any permit issued under this subsection.

b. Exception. A homeowner's permit shall not include any electrical installation for a swimming pool, hot tub or spa, and all such electrical work shall only be allowed by a general electrical permit issued to a master electrician.

(3) In-house electrical permit. An in-house electrical permit shall only be issued to a person registered as an industrial electrician, and shall authorize such electrician to perform any type of electrical work for his employer for which his registration qualifies. No permit issued to an industrial electrician shall ever authorize such electrician to perform any electrical work for any person other than the employer of such electrician and upon the buildings, grounds or equipment owned or leased by such employer.

Sec. 22-~~189~~ 149. Applications.

Application forms for any type of electrical permit authorized by ~~section 22-188~~ section 22-148 shall be obtained from the ~~electrical inspector~~ Chief Building Official and shall be fully completed by the individual seeking the permit and returned to the electrical inspector. The ~~electrical inspector~~ Chief Building Official shall not issue the permit requested if he finds any of the following:

(1) The proposed electrical work does not comply with this article.

(2) Plans and specifications for the work to be done under the requested permit are insufficient to allow the electrical inspector to determine if the work proposed to be done under the requested permit complies with this article.

(3) The individual is seeking a permit to perform electrical work which he is not qualified to perform under the registration issued to such person by the ~~Chief Building Official board of electrical examiners~~.

(4) If for a homeowner's permit, the individual applying therefor is not the owner and resident of the premises for which the permit is sought.

(5) If for a homeowner's permit, the individual seeking the permit has failed to demonstrate a working knowledge of this article.

(6) The individual seeking the permit has failed to furnish the certificate of insurance required by section 22-349, or such insurance has been canceled or

reduced in coverage. This defect may be cured by compliance with the terms of [section 22-349](#).

Sec. 22-~~190~~ 150. Plans and specifications required.

(a) Two sets of electrical plans and specifications may be required by the ~~electrical inspector~~ [Chief Building Official](#) prior to the issuance of a permit for the following electrical work:

- (1) All new construction for which a building permit is required in accordance with this Code.
- (2) All alterations to existing buildings or structures for which a building permit is required in accordance with this Code.

(b) In addition to subsection (a) of this section, the ~~electrical inspector~~ [Chief Building Official](#) may require two sets of electrical plans and specifications when, in the opinion of the Chief Building Official, such plans and specifications are necessary for the ~~electrical inspector~~ [Chief Building Official](#) to determine if the proposed electrical work to be undertaken, if a permit is issued, will comply with this article.

(c) When plans and specifications are required by this section, they shall contain the following information:

- (1) The size of the feeders and subfeeders and their length when there are more than four branch circuits.
- (2) All current connected device locations.
- (3) All circuitry to panels.
- (4) All panels and the service entrance must be sized on the plans.

(d) In addition to the requirements set forth in subsection (c) of this section, the electrical inspector may require the calculations for the plans prior to the issuance of a permit.

(e) The plans required by this section shall be sealed or certified as follows:

- (1) All commercial building plans shall bear the seal of an electrical engineer or a certification by a master electrician or industrial electrician that the plans are approved by him. However, all plans must bear the seal of an engineer licensed to practice in the state when required by the Texas Occupations Code.
- (2) All other plans shall be approved and bear the seal or certification of

any one of the following persons:

- a. An engineer licensed by the state.
- b. A registered master electrician who is contracted for the job.
- c. A homeowner who is performing electrical work on his own residence.

(3) Notwithstanding anything contained in this subsection to the contrary, a registered industrial electrician may certify plans for electrical work for his employer, if such plans do not require the seal of a licensed engineer in this state pursuant to the Texas Occupations Code.

Sec. 22-~~191~~ 151. Issuance; contents.

(a) When the electrical permit fee, as established by separate ordinance, is paid and all other applicable sections of this article are complied with, the ~~electrical inspector~~ Chief Building Official shall issue the permit requested.

(b) The permit shall specify the following:

- (1) The type of permit issued.
- (2) The proposed work to be done.
- (3) The location of the job site.
- (4) The name and address of the registered electrician receiving the permit or, if a homeowner, his name and address.
- (5) The name and address of any company, firm, business, partnership or corporation with whom the registered electrician is an officer, employee or partner.
- (6) The date of issuance and the signature of the electrical inspector.
- (7) The signature of the electrician or homeowner receiving the permit and responsible for electrical code compliance.

Sec. 22-~~192~~ 152. Temporary installations.

(a) The ~~electrical inspector~~ Chief Building Official is authorized, in addition to other permits allowed by this article, to issue temporary permits for a period of time not to exceed 90 days. All electrical work undertaken under a temporary permit shall nonetheless comply with all other sections of this article, unless the electrician seeking such temporary permit

shall prove to the ~~electrical inspector~~ Chief Building Official that a lesser standard will provide a safe installation for the period of time the permit is enforced.

(b) Upon the expiration of the time set forth in any temporary permit issued in accordance with this section, the person obtaining such permit will do the following:

- (1) Apply for and secure a regular permit for electrical work to either complete the temporary work or bring such work into full compliance with this article; or
- (2) Remove all such temporary electrical work installed or undertaken under the temporary permit issued and restore the building or premises to full code compliance.

Sec. 22-~~193~~ 153. Ready-built homes.

Where buildings are constructed in lumberyards or on premises other than where the building is on a permanent foundation and where such building is to be moved into and located within the city limits, wiring installation shall be made by an insured and registered master electrician in conformity with this article, and permits shall be applied for.

Sec. 22-~~194~~ 154. Emergency work necessitating new wiring.

If an emergency occurs necessitating immediate new wiring or repairs to electrical wiring at a time when the office of the Building and Code Administration is closed, the work may be carried out without first obtaining a permit. Thereafter, a written application shall be submitted to the Building and Code Administration for a permit during the next day that such office is open. Before the permit shall be issued, all requirements for its issuance must be complied with.

Secs. 22-~~195~~ 155–22-220. Reserved.

Subdivision ~~V~~ IV. Inspections

Sec. 22-221. Required.

All electrical work for which a permit has been issued in accordance with this article shall be inspected by the electrical inspector for compliance with this article. The electrical inspector in discharging this duty shall make the following inspections:

- (1) Rough-in inspection. The registered electrician or homeowner who has secured the permit for electrical work shall be responsible for notification to the Building and Code Administration that the electrical work is ready for a rough-in inspection at such time that all raceways, panel board cabinets, service equipment, outlet boxes, junction boxes, conduit, conductors and conductor splices are installed and ready for visible inspection. The electrical inspector shall refuse to make any rough-in inspection when the electrical

work has been covered from view.

(2) Final inspection. The registered electrician or homeowner who has secured the permit for electrical work shall be responsible for notification to the Building and Code Administration that the electrical work is ready for a final inspection. Electrical work shall be considered ready for final inspection when such work has passed all prior inspections made by the electrical inspector, or when such work has been corrected to comply with this article where a violation has been found to exist upon prior inspection, and where the electrical work has been completed in accordance to plans and specifications by the registered electrician or homeowner who has secured the permit. The electrical inspector shall have the option of requiring the presence of the permitted electrician or journeyman in charge of the work at any final inspection.

(3) Additional inspections. In addition to the inspection required to be made by the electrical inspector under subsections (1) and (2) of this section, such inspector is further required to make any and all additional inspections he shall deem necessary to ensure that all electrical work undertaken or existing in the city is in compliance with this article.

(4) Sign inspections. The master electrician securing a permit for electrical work in connection with any sign to be installed within the city shall be responsible for notification to the electrical inspector that the electrical work, for which the permit is issued, is ready for inspection. Electrical work necessary for installation or erection of a sign shall be considered ready for inspection when all work necessary for its installation or erection has been completed by the person holding the permit. The electrical inspector shall have the authority to require a sign to be opened or uncovered when necessary to complete the inspection required by this subsection.

Sec. 22-222. Request for inspections.

(a) Every registered electrician or homeowner securing a permit under this article to undertake electrical work shall be responsible for notifying the electrical inspector of any requested inspection. The electrical inspector shall complete such inspection within 24 working hours after receipt of the notice requesting such inspection.

(b) A request for inspection may be made in writing or by telephone and shall contain or specify the following information:

- (1) The address where the work is located.
- (2) The permit number if requested by the electrical inspector.
- (3) The electrical contractor's name and address or the name of the homeowner.
- (4) The type of inspection requested, which shall be as follows:

E1	Construction tap
----	------------------

E2	Rough in (before work is covered)
E3	Final (all work complete, power on)
E4	Reinspection (when work is rejected)
E5	Courtesy inspection (to discuss or plan work)
E6	Electrical system safety check (before power is connected or occupancy change to existing service)
E9	Temporary power on (to power system before final inspection. If the structure is occupied or code violations are noted, the electrical inspector may request immediate disconnect of service to the electrical utility)

Sec. 22-223. Procedure for identifying results.

The electrical inspector, after completing any inspection required or authorized by this article, shall identify the results of such inspection in the following manner:

(1) If the electrical inspector determines upon inspection that the electrical work inspected complies in every respect with this article, he shall attach or affix, at a visible and accessible point, a notice which will signify that the work has been inspected and was found to be in compliance with this article. The notice shall be signed by the inspector making the inspection, shall be dated, shall set forth the address of the job site where the inspection was made, and shall authorize the electrician or homeowner to continue with the work.

(2) If the electrical inspector determines upon inspection that the electrical work inspected does not comply with this article, he shall attach or affix, at a visible and accessible point, a notice which will signify that the work has been inspected and was found not to comply with this article. The notice shall be signed by the inspector, shall be dated, shall contain a statement that the work has not passed the inspection, and shall contain a warning that it is a violation of this article to proceed with the electrical work until such work has passed inspection, and that a reinspection fee will be paid before reinspection. The inspector shall also note on the back of the notice the violation of this article discovered during his inspection and any other information deemed relevant.

(3) When the electrical inspector is requested to make a final inspection on any electrical work, he shall determine at such inspection if the electrical work complies with this article and is ready to be connected to a source of electrical current. If the electrical inspector approves and passes the work inspected, he shall attach or affix, at a visible and accessible point, a notice which shall signify that the work has been inspected and found to be in compliance with this article, and is ready to be connected to a source of electrical current. The notice shall be signed by the inspector, shall be dated, shall set forth the address of the job site, and upon

issuance, the inspector shall notify the utility company to provide service to the site in accordance with [section 22-224](#).

(4) For minor violations of this article where electrical work will remain open to view, the electrical inspector may issue a notice of approval with notations of minor violations. Such notice shall be attached or affixed at a visible and accessible point of the work. The notice will signify that the work has been inspected and minor violations of this article were discovered upon inspection. Any registered electrician or homeowner who has received a notice of approval with minor violations shall make all necessary corrections to the electrical work found to be a minor violation of this article prior to the next inspection by the electrical inspector or within ten days after receipt of the notice, whichever period is the shortest period of time. The notice shall be signed by the inspector, shall be dated, shall set forth the location of the job site and shall point out the items of work that must be corrected. If the registered electrician or homeowner has failed to make corrections to electrical work as listed on the notice within the time period in this subsection, the inspector shall issue a rejection notice following the procedures set forth in subsection (b) of this section to such electrician or homeowner.

Sec. 22-224. Clearance to connect electrical service.

(a) It shall be unlawful for any person to connect, reconnect or cause connection or reconnection of electrical service to any building, structure, installation, construction tap, sign or outdoor lighting system without a clearance from the electrical inspector except a registered master electrician connecting service in an emergency, as allowed in [section 22-154](#).

(b) No electric utility company furnishing electric service within the city shall furnish electric service in any of the following cases until authorization to connect has been secured from the electrical inspector:

- (1) New service to any new building, structure, tent, installation, sign or outdoor lighting.
- (2) Electrical service has been terminated due to the alteration or repair of any building, structure, installation, sign, premises or outdoor lighting.
- (3) Electrical service has been terminated due to fire, flood, windstorm, earthquake, explosion or any other similar disaster to any building, structure, installation, sign, premises or outdoor lighting.
- (4) Electrical service has been terminated due to unsafe electrical conditions existing at or in any building, structure, installation, sign, premises or outdoor lighting, and the utility has been made aware of such fact by the electrical inspector.

- (5) Electrical service has been discontinued or there has been a change of occupants to any building or premises, except private residences and apartments where service is carried over for a continuing occupancy.

Secs. 22-225–22-254. Reserved.

Subdivision ~~VI~~V. Fees

Sec. 22-255. Permit and inspection fees.

(a) A fee shall be assessed for each permit required by this article. Such fee shall be established by separate ordinance. All permit fees shall be paid upon application for the permit.

(b) When any electrical work is commenced within the city and no permit as required by this article has been issued prior to the commencement of such work, the fee for issuance of the required permit may be charged and assessed at twice the amount required by separate ordinance. This subsection shall not, however, apply when the electrical work has been undertaken as an emergency in accordance with [section 22-154](#).

(c) Permit fees as established by separate ordinance shall not be assessed for permits involving work for any of the following:

- (1) School districts within the city limits.
- (2) The city.
- (3) The county.

(d) When a permit has been issued and the electrical work has been inspected by the electrical inspector, and such inspector determines upon inspection that the electrical work failed to comply with this article and issues a rejection notice for such work pursuant to [section 22-223](#)(b), a reinspection fee shall be charged, as established by separate ordinance.

Sec. 22-256. Fee adjustments.

All fees and charges as established and set forth by separate ordinance are and shall be subject to adjustment in accordance with this Code.

Secs. 22-257–22-285. Reserved.

DIVISION 3. ELECTRICAL CONTRACTORS

Subdivision I. In General

Secs. 22-286–22-345. Reserved.

Subdivision II. Licenses

Sec. 22-346. Required.

(a) It shall be unlawful for any person to do or undertake to do any electrical work within the city unless licensed by the state to perform such work in accordance with this article, except where a person is performing electrical work for a class of business that is exempt from this article as set forth in [section 22-404](#), or the person is a homeowner performing electrical work or wiring on his own residence and is exempt from this article as set forth in [section 22-404](#).

(b) It shall be unlawful for any person to engage in or carry on, directly or indirectly, or to advertise or to hold himself out as engaging in or carrying on electrical work or to perform any act as a master electrician, industrial electrician, journeyman electrician, maintenance electrician, master sign electrician, journeyman sign electrician, residential wireman, or apprentice electrician, as defined within this article, without first obtaining an appropriate license from the state.

(c) In addition to any license required in this section, any person who shall engage in the business of electrical contracting shall, prior to making contracts or subletting the contracts, obtain a registration, referred to as an “electrical contractor registration.” Such electrical contractor registration shall be issued by Building and Code Administration, contingent upon compliance with the applicable sections of this article and the following:

(1) The business for which the registration is issued shall be owned by or have in its employment at least one registered master electrician, and such master electrician shall be designated on the registration application as responsible for the daily supervision of all electrical work of the business so registered.

(2) Such designated master electrician’s name, address and telephone number shall be provided to the Building and Code Administration upon application for the electrical contractor registration.

(3) Such master electrician shall make himself available during the normal working hours of the Building and Code Administration in order to meet with the electrical inspector either at the job site or at the inspector’s office regarding any electrical work performed by that business. When such designated master electrician may be unavailable, such as in cases of emergency, illness, or absence from the city, the electrical inspector may allow the business to designate an alternate master or journeyman electrician as the city contact during such period of absence.

(4) At any time the designated master electrician’s registration is

suspended, revoked, or expires, or such master electrician leaves the employment of the business so registered under this subsection, the electrical contractor registration shall become null and void until such master electrician registration has been reinstated or another master electrician has been designated by the business.

(5) An electrical contractor's registration shall expire on December 31 and may be renewed thereafter.

(6) A fee shall be charged for each electrical contractor registration, issued in accordance with the fee established by separate ordinance.

(7) No permits shall be issued to any master electrician whose contractor's registration is not current.

(d) A master electrician or industrial electrician shall not use his registration to obtain electrical permits issued under this article for any other class of electrician who is not a full-time employee of the master electrician's or industrial electrician's company and under his direct supervision and control. Business records of the electrical contractor may be required by the ~~board of electrical examiners~~Chief Building Official to substantiate the master's involvement with the business.

Sec. 22-347. Unlawful work; false claims.

(a) It shall be unlawful for any registered electrician to perform or hold himself out as being able to perform any type or class of electrical work not expressly included under coverage of his registration.

(b) It shall be unlawful for any person to advertise or to hold out or to state to the public or to any customer, either directly or indirectly, that any electrical work or installation complies with the city electrical code unless such work has in fact been inspected and approved by the electrical inspector.

(c) It shall be unlawful for any person or the owner, agent or occupant of any premises to aid or abet an electrical contractor in the violation of this article or connive in its violation.

Sec. 22-348. Unregistered electricians.

It shall be unlawful for any registered electrician to allow any unregistered electrician or unregistered apprentice to work at any job site or electrical installation project under his control or supervision.

Sec. 22-349. Fee and insurance requirements.

~~(a) Each successful applicant for any class of registration provided for by this article~~

~~shall pay a fee to the secretary of the Board of Electrical Examiners in the amount set forth by separate ordinance. No applicant shall be entitled to obtain a permit for or undertake any electrical work within the city until such time as the fee has been paid. The fee required shall be paid to the secretary, who shall pay such fee over to the city's general fund.~~

(a) Any person engaged in the electrical contracting business in the corporate city limits shall obtain and have in full force and effect a policy of liability insurance, insuring against claims or actions for personal injuries or property damage occurring or claiming to have occurred upon or growing out of engaging in the electrical contracting business with limits as prescribed by state licensing requirements. A current certificate of insurance meeting or exceeding these limits must be on file in the ~~electrical inspector~~ Building and Code Administration's office prior to the issuance of any permit. The insurance coverage shall include a provision that if such coverage is canceled or reduced, the insurance carrier shall notify the ~~electrical inspector~~ Chief Building Official at least ten days prior to such cancellation or reduction in coverage.

(b) No electrical permit shall be issued to any master electrician until such time as the certificate of insurance required in subsection (b) of this section is filed with the ~~electrical inspector~~ Chief Building Official.

(c) It shall not be necessary, however, for a master electrician to furnish a certificate of insurance as required by this section if such electrician does not actively engage in the electrical business as a master electrician and files with the ~~electrical inspector~~ Chief Building Official a letter so stating. A master electrician may engage in his electrical business at any time by so advising the Chief Building Official in writing and furnishing the required insurance certificate.

(d) The requirements of this section shall not apply to the following:

(1) A homeowner seeking a homeowner's permit to do work on his own residence.

(2) An industrial electrician seeking an in-house electrical permit as provided in section 22-148(3) to do work outlined by such permit.

Sec. 22-350. Possession.

The holder of any electrical registration shall, when on the job site of any electrical installation, have in his immediate possession a wallet-size identification of such registration. The registrant shall, upon request, present such registration for identification to the electrical inspector or any of his deputies. In addition to the identification requirement in this section, each master electrician and industrial electrician shall cause to be posted in a prominent place at his place of business or employment the certificate of qualification which is issued by the secretary at the time his registration is issued.

Sec. 22-351. Business address.

(a) Every master electrician and industrial electrician shall file with the ~~electrical inspector~~ Chief Building Official a written statement setting forth the current business address and phone number of such electrician. It shall be the responsibility of the electrician to advise the electrical inspector of any changes to the information required in this subsection.

(b) The ~~electrical inspector~~ Chief Building Official shall not issue any permit required by this article to any master electrician or industrial electrician who has not complied with this section.

Sec. 22-352. Transferability.

Any electrical registration issued in accordance with this article shall be nontransferable.

Sec. 22-353. Employment of journeyman or apprentice.

(a) Every master electrician or industrial electrician shall be responsible for and exercise supervision and control over every journeyman electrician or apprentice electrician performing work upon any job site for which the master electrician or industrial electrician has secured a permit in accordance with this article. Consistent with the responsibility of the master electrician or industrial electrician to exercise supervision and control over journeyman electricians and apprentices, no master electrician or industrial electrician shall use the services of a journeyman electrician or apprentice on any job who is not a full-time employee of the same company as the master electrician or industrial electrician.

(b) The ~~electrical inspector~~ Chief Building Official may require the master electrician or industrial electrician to produce payroll records, quarterly federal withholding reports, or other information to verify the employee relationship.

Sec. 22-354. Supervision of journeyman electrician.

It shall be a violation of this article and an additional reason for revocation or suspension of a journeyman's registration if a journeyman electrician is found to be undertaking or engaged in performing electrical work when a permit for such work has not been issued to the master electrician or industrial electrician who is employed on a full-time basis by the same company as the journeyman electrician.

Sec. 22-355. Notification of employment.

(a) The holder of a journeyman electrician registration shall notify the ~~electrical inspector~~ Chief Building Official in writing if the holder of such a registration changes places of employment. The notice shall contain the name, address and telephone number of the

new employer, together with the date of new employment.

(b) The holder of a maintenance electrician registration shall follow the same procedure as set forth in subsection (a) of this section if he changes places of employment.

(c) The holder of an industrial electrician registration shall follow the same procedure as set forth in subsection (a) of this section if he changes places of employment.

(d) The notification required by this section shall be made to the ~~electrical inspector~~ Chief Building Official no later than ten days after the commencement of new employment.

Sec. 22-356. Supervision of apprentice electrician.

No class of registered electrician shall have more than three apprentice electricians working under his direct supervision and control.

Sec. 22-357. Expiration and renewal.

(a) Each electrician's registration issued under this article shall expire at 12:00 midnight on December 31 of each year.

(b) Every holder of any class of registration issued in accordance with this article may make written application for renewal of his registration; however, such application shall be filed with the ~~electrical inspector~~ Chief Building Official prior to the expiration of his current registration.

(c) Application forms for renewal of any registration issued in accordance with this article shall be furnished by the ~~electrical inspector~~ Chief Building Official.

(d) A fee shall be charged for each renewal registration issued in accordance with the schedule of fees established by separate ordinance.

(e) The ~~electrical inspector~~ Chief Building Official shall refuse to renew any registration issued in accordance with this article where the applicant for renewal thereof fails to maintain his license through the state, complete the required application, maintain insurance as required, and tender the fees for renewal.

Sec. 22-358. Vehicle and other identification.

(a) Each vehicle used in the business of electrical contracting work in the city shall be properly identified by the placement of a sign or lettering on such vehicle. The sign shall display the name of the person doing business, and the lettering for such sign shall be at least two inches in height in contrasting colors. These signs shall be placed on both front doors of each vehicle or on both upper side panels of each van.

(b) In addition to subsection (a) of this section, all trucks or other vehicles used by any master electrician shall also have, placed upon the left-hand side of such vehicle, the registration number of the master electrician, in numbers a minimum height of two inches in size. These numbers shall be placed above the door signs or included as part of the sign.

(c) Every master electrician shall include his registration number on all printed or written advertising used or employed by such electrician.

~~Sec. 22-359.—Procedure for revocation or suspension.~~

~~(a) The Board of Electrical Examiners is authorized either to suspend (for a period of time not to exceed one year) or revoke the registration of any state licensee for proper cause as set forth in section 22-360.~~

~~(b) The board shall follow the following procedures in exercising the powers set forth in subsection (a) of this section:~~

~~(1) When the board is to determine whether or not an electrician's registration is to be suspended or revoked, the board shall proceed upon a sworn affidavit of the electrical inspector or upon the sworn affidavit of any person aggrieved by the action of such electrician. The affidavit shall set forth the grounds upon which the affiant relies to suspend or revoke the registration in question, together with sufficient facts in support thereof.~~

~~(2) When the electrical inspector or an aggrieved person seeks to commence action to suspend or revoke the registration of an electrician, he shall prepare the required affidavit in writing and shall file the original and two copies with the electrical inspector, who shall note the date and time of filing of such affidavit and shall forward a copy to the chairperson of the board and to the electrician who is the subject of the allegations. The electrical inspector shall retain one copy of the affidavit in his files. The electrical inspector shall forward the copy of the affidavit to the electrician named in the affidavit by certified mail, return receipt requested.~~

~~(3) The electrician named in the affidavit shall have ten days from the date of receipt of such affidavit to file a sworn response to the charges set forth in the affidavit. The electrician in question shall file the response and two copies with the secretary of the board, who shall forward one copy to the chairperson of the board and one copy to the person filing the affidavit to which the response is directed. The electrical inspector shall retain the original response in his office.~~

~~(4) The chairperson of the board, upon receipt of an affidavit of complaint for suspension or revocation of the registration of any electrician, shall give notice of such affidavit of complaint to each member of the board. After each member of the board has been notified of the affidavit of complaint,~~

~~the board shall meet at a regular meeting or a special meeting called by the chairperson for the purpose of entering an order of the board setting a date and time at which the board shall enter upon a hearing to determine whether or not the electrician in question should have his registration suspended or revoked. The board shall cause a copy of its order setting a hearing in the matter to be served upon the electrician named in the affidavit of complaint by certified mail, return receipt requested, at least ten days prior to the date of the hearing set by the board.~~

~~(5) The board shall thereafter meet at the time and place set forth in its order and enter upon a hearing to determine whether or not the board shall order the registration of the electrician in question suspended or revoked.~~

~~(6) The board shall cause a copy of its final order to be served upon the electrician in question by certified mail, return receipt requested, and shall file a copy of its order with the electrical inspector.~~

~~(7) When the chairperson of the board has received the affidavit of complaint which, in the unanimous opinion of the board, sets forth allegations that would cause immediate danger to life or property, the board may, by unanimous vote, enter its order temporarily suspending the registration of the electrician named in the affidavit of complaint for a period of time not to exceed 20 days. When the board enters a temporary order of suspension as authorized in this subsection, it shall enter its final determination on the merits of the complaint prior to the expiration of the temporary order of suspension.~~

~~(8) When an electrician has had his registration suspended by order of the board, he shall not be eligible to undertake any electrical work within the city during the time of suspension set forth in the board's order. At the conclusion of the term of suspension, the electrician's registration shall automatically be reinstated or renewed in accordance with this article, and he may once again undertake electrical work within the city.~~

~~(9) When an electrician has had his registration revoked by order of the board, he shall not be eligible to undertake any electrical work within the city until such time as he has successfully qualified for a new registration as provided in this article. Any electrician whose registration has been revoked shall be ineligible to apply for a new registration for a period of one year from the date of the order of the board revoking same.~~

~~Sec. 22-360. Grounds for suspension or revocation.~~

~~(a) One or more of the following shall constitute cause for suspension or revocation for any class of electrical registration issued by the Board of Electrical Examiners:~~

~~(1) — The failure or refusal by an electrician, after due notice from the electrical inspector, to correct any electrical work found to be in violation of this article or the electrical code.~~

~~(2) — The furnishing of false or incorrect information in any application submitted to the board for licensing under the board's powers.~~

~~(3) — Knowingly causing or allowing wiring to be covered or concealed from sight prior to inspection by the electrical inspector.~~

~~(4) — The refusal to uncover or make available for inspection by the electrical inspector any electrical wiring or work inadvertently covered or concealed by the electrician.~~

~~(5) — A final conviction in a court of law of any violation of this article or the electrical code.~~

~~(6) — A plea of nolo contendere entered by any electrician licensed by the state to any complaint or charge against him in which he is charged with a violation of this article or the electrical code and upon which the court has entered a judgment of conviction against the electrician.~~

~~(7) — The habitual violation of this article or the electrical code. The term "habitual violation" shall mean three or more separate violations of a similar or identical nature occurring at separate job sites within any 12-month period, except minor violations of subdivision II of division 4 of this article.~~

~~(8) — Any violation of this article or the electrical code, which violation is a clear and present danger to life or property.~~

~~(9) — The failure of any registered master electrician or industrial electrician to maintain adequate supervision over all journeyman and others registered under this article, working directly under or for him on any project or job for which a permit has been secured by the master electrician or industrial electrician. The term "adequate supervision," for the purpose of this subsection, shall mean that the master electrician or industrial electrician shall maintain such contact with a job or project for which he has obtained a permit as necessary to ensure that those electricians under his control and direction are complying and have complied with all applicable sections of this article and provisions of the electrical code.~~

~~(b) — It shall be a ground for suspension or revocation of a registration issued to a master electrician, industrial electrician, maintenance electrician, journeyman electrician, master sign electrician, journeyman sign electrician, residential wireman, or apprentice electrician if the board of electrical examiners finds by a preponderance of evidence that such electrician has obtained a permit under this article or the electrical code and has allowed any other electrician to work upon the job or project for which the permit was~~

~~issued other than those electricians registered by the board under his direct employment and supervision. This subsection shall not apply, however, to a joint venture by any two or more master electricians, provided that at the time the permit is obtained for the job or project in question the fact that the project is to be a joint venture is noted upon the permit at the time of issuance, along with the name and address of the master electrician who will have immediate responsibility and control over the job or project from which the permit is obtained.~~

~~(c) — It shall be a ground for revocation of any registration issued to any electrician that the electrician in question has had his registration suspended by the board on two separate occasions within an 18-month period of time.~~

~~(d) — It shall be a ground for suspension of a registration issued by the Board of Electrical Examiners if a holder of a registration, required to furnish a certificate of insurance in accordance with this article, fails to furnish such certificate or maintain the requisite insurance coverage such certificate evidences.~~

~~(e) — It shall be a ground for suspension of any registration issued by the board of electrical examiners if an applicant for renewal of such registration fails or refuses to furnish any information requested by the board in writing concerning the applicant's ability, training, experience or performance as an electrician.~~

~~(f) — It shall be a ground for suspension or revocation of a registration issued to a journeyman electrician for any such electrician to undertake any electrical work when such electrical work is not under the supervision of a master electrician or industrial electrician.~~

~~(g) — It shall be a ground for suspension, only of a registration issued to a master electrician or industrial electrician, for any such electrician to fail to keep his current telephone number and address on file with the electrical inspector.~~

~~(h) — It shall be a ground for revocation of a registration issued to any class of electrician for any such electrician to undertake any electrical work during the time his registration has been suspended by the board.~~

~~(i) — It shall be a ground for suspension or revocation of a registration for any electrician authorized by this article to obtain permits for electrical work to undertake any electrical work without first obtaining the required permit, unless specifically authorized by this article to secure such permit at a later date.~~

~~(j) — It shall be a ground for suspension or revocation of a registration issued to any class of electrician to perform any electrical work not authorized to be performed or undertaken under the terms of the registration held by such electrician.~~

~~(k) — It shall be a ground for suspension or revocation of a registration issued to any master electrician or industrial electrician to allow any person to perform electrical~~

~~work on a job site for which the electrician has secured a permit when such person is not authorized by this article to perform such electrical work.~~

~~Sec. 22-361. Appeal of revocation or suspension.~~

~~(a) Any person whose registration has been revoked or suspended by action of the Board of Electrical Examiners or any applicant for any class of registration who feels that he has been aggrieved by the action of the board because of any alleged arbitrary or capricious action of the board, may appeal this decision to the city council within ten days after the written decision of the board has been filed in the office of the secretary of the board and a copy has been served on the registrant. The filing of the notice of appeal by the registrant whose registration has been suspended or revoked shall operate to stay the suspension or revocation order until the city council renders its decision.~~

~~(b) The secretary of the board shall notify the city manager upon receipt of written notice of appeal filed in accordance with this section. The city manager shall, upon such notice, place the appeal on the next convenient city council agenda in accordance with this Code. The city council may affirm, modify or vacate any finding of the board of electrical examiners or enter any order which it may deem necessary. On entry of such order, the board shall within a reasonable time comply with such order, not to exceed 45 days from the execution of such order by the city council.~~

Sec. 22-~~362~~ 359. City licensees.

An electrician licensed by the city on October 19, 2004, may continue to perform electrical work in the city provided his city license is registered, timely renewed and is otherwise maintained in good standing. Except for the licensing requirements of section 32-346(a), an electrician performing work under a city license shall comply with all requirements and shall be subject to all disciplinary action for a state licensee under this article. In the event a city licensee shall fail to renew his license within 31 days of expiration, he shall be required to obtain a state license before performing any electrical work that requires a license.

Secs. 22-363–22-400. Reserved.

DIVISION 4. ELECTRICAL STANDARDS*

Subdivision I. In General

Sec. 22-401. National Electrical Code adopted by reference.

The National Electrical Code, ~~2005~~ 2017 edition, ANSI/NFPA 70, published by the National Fire Protection Association, is adopted as a part of this article as fully as if copied at length in this division. A copy of the National Electrical Code, ~~2005~~ 2017 edition, shall be filed with the City Clerk's office as a public record. If a conflict occurs with any provision of the National Electrical Code and this article, the sections of this article shall control.

Sec. 22-402. Scope.

All electrical work installed within the city shall be installed in conformity with this article, and it is declared to be unlawful for any person to install any electrical work in violation of this article and the provisions of the electrical code as adopted.

Sec. 22-403. Interpretations; appeals.

(a) It shall be the duty of the electrical inspector or [Chief Building Official](#) to interpret the sections of this article as may be necessary to administer and enforce this article.

(b) Any person, ~~jointly or severally~~, who may be aggrieved by the interpretation of the electrical code rendered by the electrical inspector may appeal the decision of the electrical inspector to the ~~Board of Electrical Examiners~~ [Construction Board of Adjustment and Appeals](#).

(c) Any person seeking to appeal the decision of the electrical inspector rendered in accordance with this section shall comply with the following:

(1) Written notice of the appeal must be made to the ~~Board of Electrical Examiners~~ [Construction Board of Adjustment and Appeals](#) within five days of the date on which the electrical inspector rendered his decision.

(2) The appeal must clearly set forth the decision of the electrical inspector, together with the position of the person taking the appeal to the board.

(3) The person seeking the appeal must set forth his reasons in support of his position, together with evidence in support of his position.

(4) The written appeal shall be filed with the ~~secretary of the board~~ [City Clerk](#).

(5) ~~The electrical inspector shall have a period of five days from receipt of the appeal to file a response thereto with the board.~~ [Within 30 days, the Chief Building Official shall call a regular meeting of the Construction Board of Adjustment and Appeals to hear the appeal.](#)

(6) In an emergency to life or property, which emergency shall be specifically set forth in the written appeal filed with the ~~board~~ [Construction Board of Adjustment and Appeals](#), the ~~board~~ [Construction Board of Adjustment and Appeals](#) shall render a decision on such appeal within 24 hours from the time such appeal is filed with the board. The board shall determine in any such case whether or not a true emergency exists, and its decision in this regard shall be final.

(7) In every case to be heard by the board on an emergency basis, the electrical inspector shall be present and shall be allowed to present his position to the board.

(8) The decision of the board on any appeal taken under this section shall be final and binding.

Sec. 22-404. Exceptions.

(a) This article shall not apply to any of the following:

(1) Any electrical work performed by any electrical public utility holding a certificate of service from the state public utility commission and operating within the city.

(2) Any electrical work undertaken by the city in conjunction with street lighting or traffic-control signals.

(3) Any electrical work performed by a telephone, telegraph or district messenger company operating under a franchise issued by the city.

(4) Any electrical work performed by any broadcast transmission business or entity.

The exceptions from this article in this subsection do not, however, authorize any of such classes of business named to perform electrical work for the general public or to do any other type of electrical work except that which is necessary and customary to the class of business involved.

(b) Notwithstanding the exception set forth in subsection (a) of this section, this article shall apply to the wiring and installation for light, heat and power for all buildings containing equipment or housing employees of any class of business excepted by subsection (a) of this section.

(c) Nothing in this article shall be construed to require a property owner to obtain a registration or furnish a certificate of insurance before doing electrical work in or on a building occupied by himself as a single-family residence, provided the following conditions exist:

(1) He has applied for and obtained a permit from the electrical inspector to do the electrical work.

(2) He has presented a set of plans showing the electrical work to be undertaken and such plans are found to conform to this article.

(3) He agrees to call for all inspections required by this article.

(4) He is able to demonstrate to the electrical inspector that he has a working knowledge of this article and the ability to do electrical work in conformance with the provisions of the electrical code.

(5) He agrees to correct any violations of this article found or discovered upon any inspection performed by the electrical inspector.

Sec. 22-405. Premises involved in fire; reinstatement of service.

(a) It shall be the duty of the Fire Chief or the Fire Marshal to have the premises involved in a fire fully inspected by the electrical inspector when the Chief of the Fire Department or the Fire Marshal determines that a fire originated due to any of the following causes:

- (1) Faulty electrical wiring;
- (2) Overloading of electrical equipment;
- (3) Overloading of electrical lines;
- (4) Unauthorized electrical installation; or
- (5) Any damage to the electrical system by the fire.

(b) When the electrical inspector finds that a fire has caused damage to the electrical system or originated for any of the reasons set forth in subsection (a) of this section, no electrical service shall be reinstated or reconnected to the property by any electrician or by the owner of such property until such time as the conditions have been repaired in compliance with this article and approved by the electrical inspector.

(c) Notwithstanding subsections (a) and (b) of this section, the ~~electrical inspector~~ [Chief Building Official](#) may approve temporary electrical service necessary to complete repairs or reconstruction of the property in question.

Sec. 22-406. Improperly installed or defective equipment.

(a) If any part of any electrical equipment or wiring in or about any building, facility, installation, premises or lot within the city is found to have been installed or connected in violation of this article, it shall be the duty of the electrical inspector to notify in writing the owner of the premises or the tenant of the premises or the person in possession of the premises to immediately cease using electrical current in any such violation identified by the electrical inspector.

(b) If any part of any electrical equipment or wiring in or about any building, facility, installation, premises or lot within the city is found to have fallen into a state of disrepair

which would render the use of such electrical equipment dangerous to life or property, it shall be the duty of the ~~electrical inspector~~ Chief Building Official to notify in writing the owner of the premises or the tenant of the premises or the person in possession of the premises to immediately cease using electrical current in any such violation or condition identified by the electrical inspector.

(c) The written notice required in this section shall state the following:

- (1) The date that the inspection was made by the electrical inspector where a violation of this article or a condition dangerous to life or property is found.
- (2) The section of this article or the electrical code which the inspection reveals has been violated.
- (3) For conditions dangerous to life or property, a brief description of such conditions.
- (4) A specified time, not to exceed ten days from the date of the written notice, to correct all violations identified or to correct all conditions identified as dangerous to life or property.
- (5) A statement advising the owner, tenant or person in control and possession of the building, facility, installation, premises or lot that, if there are any persons using the area in question who require electrical service for life support, it is the duty of the person receiving this notice immediately and without failure to notify the electrical inspector of such fact.

(d) If the owner, tenant or person in possession of the premises identified in the written notice given pursuant to this section fails to take action necessary to correct any and all such violations or conditions dangerous to life or property within the time limit specified in the written notice, the electrical inspector shall take the following action:

- (1) The ~~electrical inspector~~ Chief Building Official shall serve upon the owner, tenant or person in possession of the property an order to cease use of the property, facility, installation, premises or lot until such time as proof is presented to the electrical inspector that all defects have been corrected and such work is verified by inspection.
- (2) When the violation of this article found to exist is of such a nature as to cause immediate danger to life or property, the electrical inspector shall issue an order to the public utility supplying such power to immediately terminate such electrical service until such time as all violations are corrected.
- (3) If the owner, tenant or person in possession of the building, facility, installation, premises or lot fails to comply with an order of the electrical inspector issued under subsection (d)(1) of this section within three days of

receipt of such order, the electrical inspector shall issue his order as provided in subsection (d)(2) of this section to the public utility providing the electrical services.

(4) Notwithstanding any provision set forth in subsections (d)(1) through (3) of this section, when the ~~electrical inspector~~ Chief Building Official has been notified by the owner, tenant or person in possession of the building, facility, installation, premises or lot that there is a person residing within any of such structures or areas who requires electrical service for life support, the Chief Building Official is authorized to take one or all of the following courses of action:

- a. Notify the owner, tenant or person in possession of such structure or area to immediately make arrangement to provide an alternative location for the person involved.
- b. Withhold taking action to terminate electrical service for a reasonable period of time not to exceed ten days.
- c. Terminate all electrical service not necessary for the life support of the person involved.
- d. Request the city attorney to seek a proper court order requiring the relocation of the person involved.

Sec. 22-407. Liability for defective work.

This article shall not be construed to relieve from or lessen the responsibility of any person owning, operating, controlling or installing any electrical wiring connections, fixtures, appliances, apparatus, machinery, equipment or work, inside or outside, overhead or underground, in the city for damages to any person injured by defects therein, nor shall the city be held as assuming any liability because of the inspection authorized by this article or certificate or permit issued as provided for and regulated.

Sec. 22-408. Construction against implicit repeal of article.

This article being a general ordinance intended as a unified coverage of its subject matter, no part of it shall be deemed to be implicitly repealed by subsequent ordinances if such construction can reasonably be avoided.

Sec. 22-409. Control of zoning ordinance.

Whenever there is a conflict between the sections of this article governing signs and the provisions of the city zoning ordinance in appendix B to this Code, the provisions of the

zoning ordinance shall control.

Secs. 22-410–22-435. Reserved.

Subdivision II. General Specifications

Sec. 22-436. General installation of wiring, fixtures and apparatus.

(a) In the installation of all wiring, fixtures and apparatus, the rules and requirements adopted by [section 22-401](#) shall be complied with, together with the rules contained in this article and such additional requirements as may from time to time be adopted.

(b) When an electrician or any homeowner has sought to install any type of electrical equipment and such equipment has been found not to comply with this article, the electrician or homeowner shall have the right to appeal the decision of the ~~electrical inspector~~ Chief Building Official to the ~~Board of Electrical Examiners~~ [Construction Board of Adjustment and Appeals](#). The board shall, upon such hearing, determine whether or not the type of electrical equipment sought to be installed by the electrician or homeowner is equivalent to the sections of this article. When the board determines that the equipment in question is equivalent to that required by this article, it shall enter an order to such effect, and the ~~electrical inspector~~ [Chief Building Official](#) shall be governed by the terms of such order in all future cases where the same type of equipment is sought to be installed.

Sec. 22-437. Wiring.

(a) All electrical wiring shall be installed in rigid metallic conduit, electrical metallic tubing, approved metallic raceways, approved metal-clad cable, approved nonmetallic conduit and raceway or approved multi-outlet assemblies. However, all single-family and multifamily residences not exceeding three stories and outbuildings on the same premises may be wired in nonmetallic sheathed cable as a minimum requirement. However, if any part of a residence or other building is converted to any commercial purposes not within such exceptions, the entire building shall be classified as a business premises, and the entire building shall be rewired. All conduit installed for electrical use shall be installed under the requirements of this article.

(b) Electrical nonmetallic tubing (ENT) shall not be used in any location except where NM cable is acceptable in the city.

(c) Manufactured wiring systems as approved by electrical code adopted in this article shall be acceptable.

(d) No electrical metallic tubing (EMT) shall be permitted in any electrical installation where such tubing is in contact with the ground or earth or is embedded in a concrete slab.

- (e) All MC cable shall have a green grounding conductor.

Sec. 22-438. Size of conductors; aluminum conductor.

(a) Aluminum conductors may be installed on service and feeders only and must be terminated properly using approved compression-type crimp lugs installed with a proper tool and with an approved inhibitor (Petrox).

(b) No aluminum conductors shall be installed on any branch circuits or grounding in dwellings.

Sec. 22-439. Residence circuits.

An electrical conduit of not less than three-fourths inch trade size shall be installed from the panel to an accessible crawl space in the attic, under the floor or to the outside of the house if it has no attic and has a concrete floor. This conduit is to facilitate the future installation of the two space circuits to be left open as spares in all residential panels.

Sec. 22-440. Commercial circuits.

Commercial electrical circuits shall be installed as required by the electrical code adopted in this article.

Sec. 22-441. Service entrance.

(a) All-metal entrances. An all-metal complete electrical service entrance shall be used from the point of contact with the electric company to the service switch or distribution panel except as provided in this article. Underground service entrance may be schedule 40 PVC.

(b) Busway entrance. Installations using a busway as a service entrance shall be made with a totally enclosed busway assembly and accessories approved for use as service entrance equipment and shall have totally enclosed weatherproof construction where used outside of a building.

(c) Overhead service drops. Overhead service drops shall be installed in accordance with the following:

- (1) New installations. When a new electrical installation is to be served with an overhead service drop, a means of attachment shall be provided. When an electrical installation is started before the electric company facilities are placed, it shall be the responsibility of the electric company to determine the location of the facility from which the service drop for the electrical installation will be installed. The means of attachment shall be a clamp on a service mast or a galvanized hook bolt or eye bolt, rigidly attached to a rafter or stud to give adequate support to the service drop. Landing and meter heights shall

comply with the utility company guidelines.

(2) Additions to existing installations. When an addition is to be made to an existing building that requires that the service entrance be relocated to the new portion of the building, the service entrance shall comply with the rules established for all new installations.

(3) Existing installations. When the meter loop is changed on an existing installation, the installation shall reasonably comply with the electrical code and this section without altering the roof of the existing building. The means of attachment shall be changed by the master electrician or the homeowner and shall be at the maximum height that can be maintained on the building. The new means of attachment shall be an eye bolt or hook bolt, rigidly attached to a rafter or stud and to give adequate support to the service drop. Other suitable means of attachment, including insulators attached with a single lag screw, may be approved by the electrical inspector if commonly accepted within the trade.

(d) Service mast. If a service mast is used to attain the height required by the electrical code, the service mast shall be a minimum two-inch IMC or rigid conduit having adequate strength to withstand the strain of the service drop and shall meet minimum standards established by the electric company and approved by the ~~Board of Electrical Examiners~~ Chief Building Official as defined in the publication, "National Electrical Safety Code," from the electric company.

(e) Providing for metering. The master electrician or homeowner shall provide for and install facilities to accommodate metering of an electrical installation in accordance with uniform practices established by the electric company in accordance with the franchises granted by the city which conform to this article. The meter enclosure shall be mounted on the outside of a building near the point of contact between the electrical installation and the electric company service lines at a location that does not subject the enclosure to physical damage and will cause the meter to be readily accessible to representatives of the electric company for installing, replacing, removing, inspecting, testing and reading. Exceptions to the outside location may be made only by specific agreement with the electric company and with the approval of the electrical inspector.

(f) Enclosed metering. If the addition or alteration of any building encloses the metering installation such that it will no longer be in an accessible outside location, the metering installation shall be relocated to a point outside the addition or alteration, maintaining strict conformance to this article.

(g) Existing inside metering locations. Metering installations which are located inside a building shall be moved to an outside location at such time that changes, alterations or additions are made to the service entrance of the electrical installations. Metering installations moved outside shall conform to this article.

(h) Disconnecting switches. All disconnecting switches accessible to the general public under 200 amperes shall have raintight and dead-front panels. All disconnecting switches 200 amperes or over that are exposed or accessible to the general public shall have raintight and locked or bolted closed panels.

(i) Minimum conductor use. The service entrance shall conform to the electrical code, except that the entrance conductor size shall not be less than the equivalent of number 6 THW copper.

Sec. 22-442. Underground service entrance.

(a) Conductors. Electrical conductors and cables on underground service entrances may be installed in approved raceways or may be buried directly in the earth when approved direct burial cables are used.

(b) Mechanical protection. Rigid metal raceways or electrical metallic tubing shall be used on all underground service entrance conductors to provide mechanical protection where needed. Raceways approved for the purpose shall be provided for underground service entrance conductors entering under any projection of a building, such as, but not limited to, porches, patios, concrete driveways, walkways or pads adjacent to a building which does not provide adequate space between driveways, walkways or pads in order to permit repair or replacement of conductors, and the raceway shall be continuous from the point of entry under any projections to the service entrance switch or panel.

Sec. 22-443. Underground feeder circuits and branch circuits.

Electrical feeder circuits and branch circuits installed underground shall comply with the full requirements of [section 22-442](#) for underground service entrances.

Sec. 22-444. Encroachment on public way.

Neither feeder circuits nor branch circuits on any private electrical installation shall extend into or cross over or under any street, alley or public way which has been dedicated for public use, except that an electrical installation which is confined within a building or structure where a license and hold harmless agreement has been approved by the city and projects into or crosses over or under a dedicated street, alley or public way will not be affected by this section.

Sec. 22-445. Buildings moved to location.

The electrical installation in any building or structure which is moved from outside of the city or within the city shall conform to the requirements of this article as though the building, structure or residence had been newly constructed on the location.

Sec. 22-446. Building remodeling and additions.

In a building, structure or residence which is altered, remodeled or added to, the electrical installation within the altered, remodeled or added-on portion shall conform to this article.

Sec. 22-447. Electric signs and outline lighting.

(a) New installation. All electric signs and outline lighting shall be installed in compliance with the electrical code adopted in this division, this Code, and this article.

(b) Existing installation. The ~~electrical inspector~~ Chief Building Official, when he determines that any electric sign or outline light constitutes a hazard impairing safety of life or property, shall require that the sign or outline lighting installation be revised to meet the minimum standards established by this article and shall specify the time allowed for such revisions. If the required revisions are not completed within the time allotted, the Chief Building Official shall order the electric sign or outline lighting disconnected from the power supply and the installation removed. Failure to comply with such a disconnect or removal order shall constitute a violation of this article.

(c) New installation. Any electrical installation on an electric sign after such sign is delivered to its permanent location shall be performed by a registered electrician. All new electric sign installations shall also require a permit and inspection and approval of the electrical installation by the electrical inspector.

(d) Sign installations to conform to zoning. No electrical permit shall be issued for any sign in a district where signs are prohibited by this zoning ordinance in appendix B to this Code, nor shall any permit be issued for any sign which does not conform to the zoning requirements of the area in which the sign is to be placed.

Sec. 22-448. Construction tap service posts.

(a) Specifications. The post used for a construction electrical tap service shall be equivalent to a four-inch by four-inch structural grade timber and shall have an overall length of not less than 16 feet.

(b) Installation. The construction tap service post shall be installed such that the post extends not less than three feet into undisturbed earth and shall be securely tamped in place. The post installation shall include supports, braces or guys necessary to maintain the post in a vertical position safely under the strain of the service drop conductors.

(c) Equipment. The construction tap service post shall be equipped with a raintight service entrance including metallic conduit from a raintight and dead-front service switch or panel board of adequate size to provide sufficient branch circuits to weatherproof receptacles. The service entrance shall have a minimum conductor size of number 6 THW copper wire and shall be grounded in accordance with this article. Receptacles only shall be used to supply power to extension cords, tools and special equipment. Receptacles shall be the grounding type and shall be rated for the voltage and current requirements of

the load to be served. All 120-volt receptacles shall be GFI protected.

(d) Load wiring. All wiring connected to construction tap branch circuit receptacles shall be attached with approved plugs and shall comply with the requirements of the electrical code and this article.

(e) Use restricted. Construction tap service posts shall be used only for supplying specific construction project loads during the construction period and within the time period specified on the construction tap permit.

(f) Permits. Permits for construction tap service post shall only be issued to master electricians.

Sec. 22-449. Mobile homes and travel trailers.

Electrical service entrance equipment for mobile homes and travel trailers shall be considered as permanent electrical installations and shall meet the full requirements of this article.

Sec. 22-450. Temporary electrical installations.

(a) Permits. The electrical inspector is permitted to issue special limited permits for temporary electrical installations where, in his opinion, the installation is necessary or advisable for the benefit and protection of the public.

(b) Wiring methods. Wiring methods other than those required by this article may be allowed for temporary electrical installations, provided that such wiring methods shall be safe and adequate for the specified purpose and use and to the satisfaction of the electrical inspector.

(c) Time limitation. Permits for temporary electrical installations shall be for a specified time set by the electrical inspector and shall not exceed 90 days.

(d) Inspection. Any temporary installation shall be inspected and approved by the electrical inspector before it is connected to a power source. The use of any temporary installation shall be disconnected immediately upon expiration of the permit.

(e) Time extensions. If the temporary electrical installation is needed beyond the 90-day period, subsequent permits may be issued. An inspection shall be made before the issuance of any subsequent permit, and each subsequent permit shall be for a period not to exceed 90 days.

Sec. 22-451. Materials and equipment standards.

(a) Approved equipment. All electrical equipment, including materials, apparatuses, fixtures and appliances used on electrical installations, shall conform to

standards set by Underwriters' Laboratories, Inc., and shall bear an Underwriters' Laboratories label or be certified as listed by Underwriters' Laboratories, Inc.

(b) Equipment use. Such electrical equipment shall be used only for the specific purpose for which it has been labeled or listed.

(c) Unstandardized equipment. Electrical equipment which has not been approved or for which standards have not been established by Underwriters' Laboratories, Inc., may be used on electrical installations, provided such electrical equipment is approved by the electrical inspector.

(d) Unapproved equipment. The electrical inspector shall deny approval for use of any electrical equipment which is not labeled or listed by Underwriters' Laboratories, Inc., when he reasonably believes the use of such equipment is unsafe or hazardous.

Sec. 22-452. Electrical fences.

All electrical fence installations shall require a permit in accordance with section 22-401. The materials and equipment used shall conform to the requirements of section 22-451.

Sec. 22-453. Low-voltage wiring.

(a) A low-voltage electrical system to be used to operate any mechanical system, air conditioning unit, central heating unit and other such system shall be installed under the supervision of a registered master electrician. This subsection is not to be construed as including self-generated control systems.

(b) All low-voltage transformers, such as may be used for doorbells, floor furnaces and other such installations, shall be installed in a convenient and readily accessible place.

(c) All wiring, line voltage or low voltage used for data processing or energy control and like systems shall be considered electrical work and must conform to this article.

(d) All other wiring shall conform to the electrical code adopted in this article.

Sec. 22-454. Existing installation.

Any electrical system or electrical equipment lawfully installed prior to the effective date of the ordinance from which this article is derived may have its existing use, maintenance or repair continued if the use is in accordance with the original design and location, and such system is not dangerous to public health, safety and welfare and is approved by the electrical inspector.

Secs. 22-455–22-480. Reserved.

2. The amendments established by this ordinance shall be made available to the public through the Office of the City Clerk, and be published online in such a manner as to be available to the public.

3. Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

4. This ordinance shall take effect 30 days following its approval by City Council and it is so ordained.

PASSED AND APPROVED this 19th day of July 2022.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Ordinance authorizing the City Manager to approve a request from Lloyd Taylor to vacate and abandon a portion of Kenley Avenue consisting of approximately 0.15 acres running North and South along Central Freeway.

INITIATING DEPT: Property Management

STRATEGIC GOAL: Accelerate Economic Growth

STRATEGIC OBJECTIVE: Revitalize Depressed and Declining Neighborhoods

COMMENTARY: Lloyd Taylor, property owner of 1437 Central Freeway, has applied for the closure, abandonment, and vacation of 0.15 acres of an unimproved public street right-of-way (ROW) on Kenley Avenue located adjacent to his property as indicated and depicted per the attached **Exhibit A** and **Property Location Map**. This request is for the purpose of development opportunities.

In accordance with City policy on street, easement, and alley closures, the “fair market value” of the 0.15 acres as determined by an independent certified appraiser to be \$13,068.00, which has been submitted to the Property Management office where it is in suspense pending the approval of this ordinance. An additional check in the amount of \$475.00 was also submitted and has been deposited to pay for the cost of the appraisal.

Notifications were sent to all utility companies and affected City departments, and all have responded with approval of the requested partial vacation.

The staff recommends approval of the ordinance.

☒ **Asst. City Manager**

☒ **Property Administrator**

ASSOCIATED INFORMATION: Ordinance, Exhibit A, Property Location Map

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance authorizing the City Manager to approve a request from Lloyd Taylor to vacate and abandon a portion of a public street consisting of approximately 0.15 acres running North and South along Central Freeway

WHEREAS, Lloyd Taylor of 1437 Central Freeway has requested the closure, abandonment, and vacation of a portion of a public street consisting of approximately 0.15 acres; and

WHEREAS, all affected utility companies and City departments have reviewed this request and have recommended approval to close, abandon, and vacate a portion of said public street; and

WHEREAS, it has been determined to be in the best public interest to close, abandon, and vacate a portion of said public street.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The City Council hereby authorizes the abandonment and elects to sell the public street consisting of 0.15 acres known as Kenley Ave. shown on the attached Exhibit A and Property Location Map for \$13,068.00 to Lloyd Taylor to promote development opportunities and enhance the area, and determines this is in the best interest of the public.

PASSED AND APPROVED this the 19th day of July, 2022

MAYOR

ATTEST:

City Clerk

EXHIBIT A

E. SCURRY SURVEY A-481

LLOYD J. TAYLOR III
REVOCABLE LIVING TRUST
DOCUMENT #20217419
O. P. R. W. C.

CENTRAL FREEWAY
(I.H. 44/U.S. 281)

FMG NORTH TEXAS LLC
DOCUMENT #201912194
O. P. R. W. C.

NORTH 166.01'

0.15
ACRE

KENLEY AVENUE

SOUTH 166.01'

SET IR

EAST

SET SPIKE NAIL

40.00'

SET IR

WEST

FND IR

40.00'

PLACE OF
BEGINNING

WICHITA COUNTY WATER
IMPROVEMENT DISTRICT NO. 2
CANAL RIGHT-OF-WAY EASEMENT
VOL. 216, PG. 144
W. C. D. R. 144

SAI-SHIVAM LLC
VOL. 3751, PG. 277
O. P. R. W. C.



SCALE: 1" = 50'

Scale: 1" = 50'

PAGE 1 OF 2

BASIS OF BEARING IS THE NORTH LINE OF THE E.
SCURRY SURVEY BEING: EAST/WEST

WO#22-0170

THE ABOVE DESCRIBED TRACT WAS
PREPARED JUNE 9TH, 2022 AND THE DIMENSIONS
SHOWN ARE HEREBY CERTIFIED TO BE TRUE AND
CORRECT.

Devin G. Smith 6/14/22

DEVIN G. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5849
TBPLS-100541-00 TBPE F-279

VACATION OF 0.15 ACRE OF KENLEY AVENUE,

E. SCURRY SURVEY, A-481

WICHITA FALLS, WICHITA COUNTY, TEXAS

SURVEY FOR: LLOYD TAYLOR

CORLETT, PROBST & BOYD, P.L.L.C.

ENGINEERS & SURVEYORS 4605 OLD JACKSBORO HIGHWAY
PH. (940)723-1455, FAX (940)397-0549 WICHITA FALLS, TEXAS, 76302

S:\VAL\1\2022\22-0170.DWG EXHIBIT P-6/9/2022 3:38 PM S-6/9/2022 3:37 PM WALTER THOMPSON

FIELD NOTES

FIELD NOTES OF A 0.15 ACRE TRACT OF LAND OUT OF KENLEY AVENUE IN THE E. SCURRY SURVEY, A-481, WICHITA FALLS, WICHITA COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the East line of Kenley Avenue at the most Southerly Southwest corner of a tract of land conveyed to Lloyd J. Taylor III Revocable Living Trust by deed recorded in Document #20217419, Official Public Records of Wichita County, for the Southeast corner of this tract;

THENCE West a distance of 40.00 feet to an iron rod set in the West line of Kenley Avenue and the East line of a tract of land conveyed to FMG North Texas LLC by deed recorded in Document # 201912194, Official Public Records of Wichita County, for the Southwest corner of this tract;

THENCE North, with the West line of Kenley Avenue and the East line of said FMG North Texas LLC tract, a distance of 166.01 feet to an iron rod set in the South line of said Lloyd J. Taylor III Revocable Living Trust tract at the the Northeast corner of said FMG North Texas LLC tract, for the Northwest corner of this tract;

THENCE East, with the North line of said Kenley Avenue and the South line of said Lloyd J. Taylor III Revocable Living Trust tract, a distance of 40.00 feet to a spike nail set at the Northeast corner of said Kenley Avenue and an ell corner of said Lloyd J. Taylor III Revocable Living Trust tract, for the Northeast corner of this tract;

THENCE South, with the East line of said Kenley Avenue and the West line of said Lloyd J. Taylor III Revocable Living Trust tract, a distance of 166.01 PLACE of BEGINNING and containing 0.15 acre of land.



PAGE 2 OF 2

BASIS OF BEARING IS THE NORTH LINE OF THE E. SCURRY SURVEY BEING: EAST/WEST

WO#22-0170

Scale: 1" = 50'

THE ABOVE DESCRIBED TRACT WAS PREPARED JUNE 9TH, 2022 AND THE DIMENSIONS SHOWN ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

Devin G. Smith 6/14/22

DEVIN G. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5849
TBPLS-100541-00 TBPE F-279

VACATION OF 0.15 ACRE OF KENLEY AVENUE,

E. SCURRY SURVEY, A-481

WICHITA FALLS, WICHITA COUNTY, TEXAS

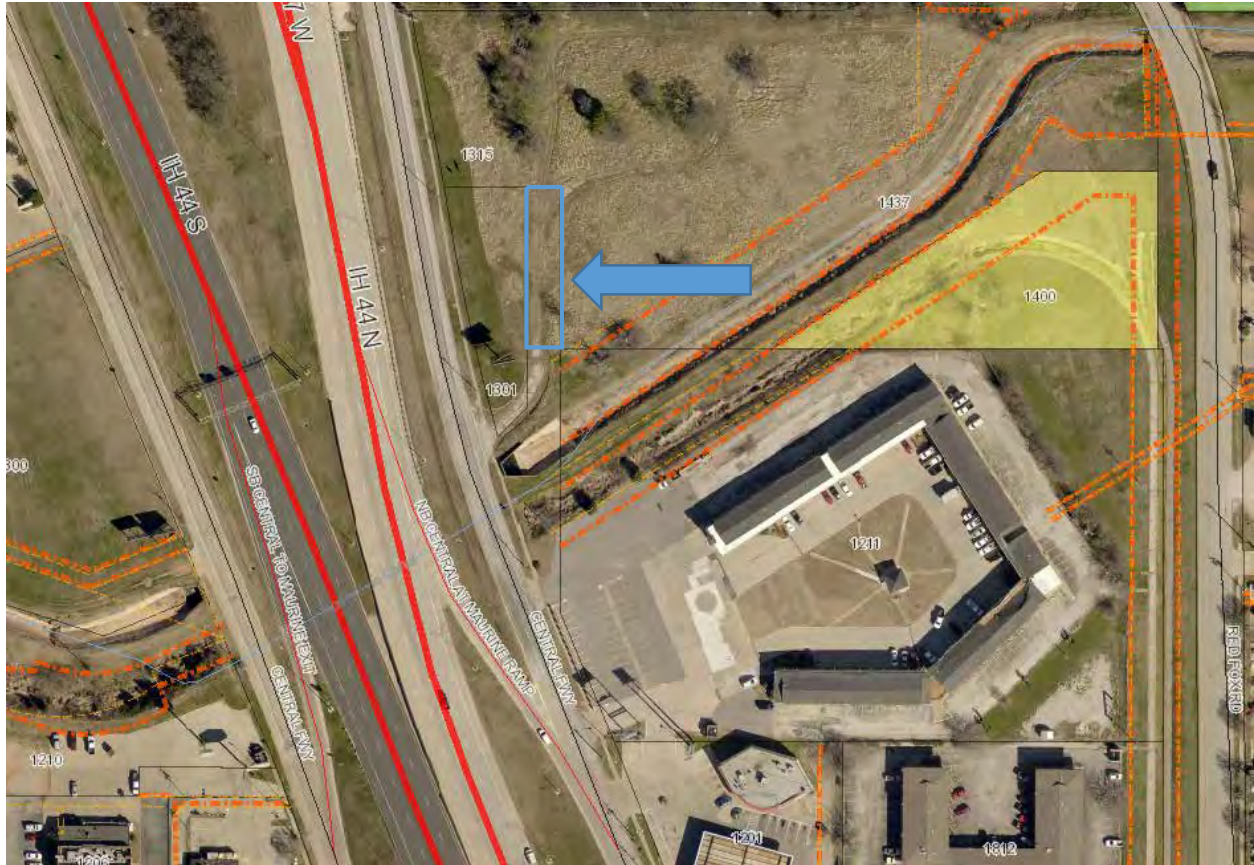
SURVEY FOR: LLOYD TAYLOR

CORLETT, PROBST & BOYD, P.L.L.C.

ENGINEERS & SURVEYORS 4605 OLD JACKSBORO HIGHWAY
PH. (940)723-1455, FAX (940)397-0549 WICHITA FALLS, TEXAS, 76302

S:\WALT\2022\22-0170\DWG EXHIBIT (2) P-6/9/2022 3:38 PM S-6/9/2022 3:37 PM WALTER THOMPSON

PROPERTY LOCATION MAP



CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Ordinance appointing a Municipal Judge for a term of two years to begin on August 1, 2022.

INITIATING DEPT: Legal

STRATEGIC GOAL: N/A

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The current Municipal Court Judge, Larry Gillen, is retiring on July 31, 2022. Section 30.00006 of the TEXAS GOVERNMENT CODE authorizes the appointment of a qualified person to serve as Municipal Judge. State law requires that the governing body shall provide by ordinance for the term of office of its municipal judge. The tenure must be for a definite term of two or four years.

☒ **City Attorney**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance appointing a Municipal Judge for a term of two years to begin on August 1, 2022

WHEREAS, Texas Government Code § 30.00006(a) – (d) provides:

- (a) A municipal court of record is presided over by one or more municipal judges.
- (b) The governing body shall by ordinance appoint its municipal judges.
- (c) A municipal judge must:
 - (1) be a resident of this state;
 - (2) be a citizen of the United States;
 - (3) be a licensed attorney in good standing; and
 - (4) have two or more years of experience in the practice of law in this state.
- (d) The governing body shall provide by ordinance for the term of office of its municipal judges the term must be for a definite term of two or four years; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The City Council hereby appoints _____ as Wichita Falls Municipal Judge for a term of two years, beginning August 1, 2022.

2. The base salary of the Municipal Judge is established at a rate of \$135,000 per year. The Municipal Judge shall be additionally entitled to the benefits as generally provided to other city employees.

PASSED AND APPROVED this the 19th day of July, 2022.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Public Hearing to receive citizen comments concerning Redistricting of City Council Districts

INITIATING DEPT: City Clerk

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY:

This public hearing is an opportunity to receive feedback from the public prior to the adoption of the Redistricting Plan on August 2, 2022. According to the 2020 United States Census data, the City's Council Districts are not of equal population and must be redrawn to comply with the "one-person one-vote" principle, Voting Rights Act, and applicable federal and state law. On December 7, 2021, the City Council approved Resolution 151-2021 initiating the process of Redistricting City Council Districts, established criteria for Redistricting, and appointed an Advisory Committee.

The initial assessment of the 2020 Census data showed a total maximum population deviation in excess of 10% requiring the City to redraw Council District boundaries. The Advisory Committee met with Bob Bass, Allison Bass, & Magee, L.L.P., on March 21, 2022, and reviewed the initial demographic assessment and proposed plan presented today.

The City's consultant will provide a presentation at the meeting outlining the proposed changes to the council district boundaries. No action is required; consideration by the City Council will be on August 2, 2022.

Recommendation:

Open the public hearing to receive citizen comments. No action is required.

☒ **City Clerk**

ASSOCIATED INFORMATION: Proposed redistricting plan and map.

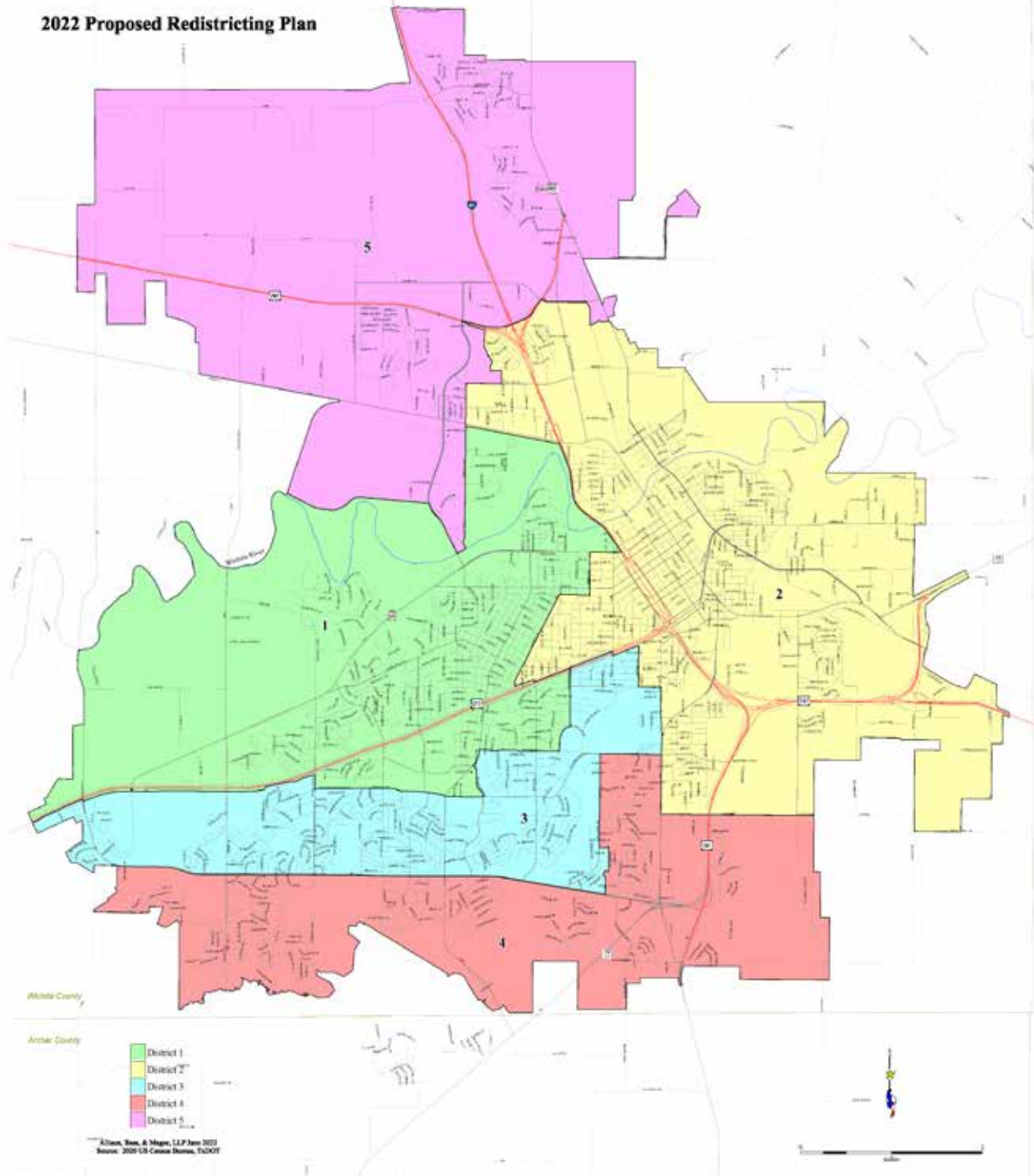
☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**



2022 Proposed Redistricting Plan



	Actual Pop.	Ideal Pop.	Deviate	Relative Deviation
Precinct 1	20248	20463	-215	-1.05%
Precinct 2	20394	20463	-69	-0.34%
Precinct 3	20286	20463	-177	-0.87%
Precinct 4	20945	20463	482	2.35%
Precinct 5	20443	20463	-20	-0.10%
Total	102316	102316		
Total Maximum Deviation	3.4			

Ethnic/Racial Data-Total

	Anglo	Black	Am. Ind.	Asian	Hispanic	Haw/Pac Is	Other	Multi	Totals	%
Precinct 1	12708	1104	190	578	4648	11	60	947	20248	19.79%
Precinct 2	7059	4576	169	189	7461	5	63	852	20394	19.93%
Precinct 3	13058	1875	103	535	3671	22	146	876	20286	19.83%
Precinct 4	13957	1723	127	698	3222	30	85	1103	20945	20.47%
Precinct 5	10958	3560	148	464	4159	56	53	1035	20443	19.98%
Total	57750	12838	737	2464	23181	124	409	4813	102316	100.00%
% of Country	56.44%	12.55%	0.72%	2.41%	22.66%	0.12%	0.40%	4.70%	100.00%	

Ethnic %

Precinct 1	62.76%	5.45%	0.94%	2.85%	22.96%	0.05%	0.31%	4.68%	100.00%
Precinct 2	34.61%	22.44%	0.83%	0.93%	36.68%	0.02%	0.31%	4.18%	100.00%
Precinct 3	64.37%	9.24%	0.51%	2.64%	18.10%	0.11%	0.72%	4.33%	100.00%
Precinct 4	66.64%	8.23%	0.61%	3.33%	15.38%	0.14%	0.41%	5.27%	100.00%
Precinct 5	53.65%	17.41%	0.72%	2.27%	20.34%	0.27%	0.26%	5.06%	100.00%

Voting Age Ethnic/Racial Data

	Anglo	Black	Am. Ind.	Asian	Hispanic	Haw/Pac Is	Other	Multi	Totals	%
Precinct 1	10632	825	152	460	3070	8	39	69	15255	19.68%
Precinct 2	5976	3300	133	163	4938	3	42	123	14678	18.93%
Precinct 3	10670	1512	86	436	2541	13	128	83	15669	20.21%
Precinct 4	11304	1213	94	551	1985	23	65	94	15329	19.77%
Precinct 5	9390	3111	111	397	3352	49	32	150	16592	21.40%
Total	48172	9961	576	2007	15886	96	306	519	77523	100%
% of Country	62.14%	12.85%	0.74%	2.59%	20.49%	0.12%	0.39%	0.67%	100%	

Voting Age %

Precinct 1	69.70%	5.41%	1.00%	3.02%	20.12%	0.05%	0.26%	0.45%	100.00%
Precinct 2	40.71%	22.48%	0.91%	1.11%	33.64%	0.02%	0.29%	0.84%	100.00%
Precinct 3	69.37%	9.65%	0.55%	2.78%	16.22%	0.08%	0.82%	0.53%	100.00%
Precinct 4	73.74%	7.91%	0.61%	3.59%	12.95%	0.15%	0.42%	0.61%	100.00%
Precinct 5	56.59%	18.75%	0.67%	2.39%	20.20%	0.30%	0.19%	0.90%	100.00%

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Public Hearing to receive citizen comments concerning the proposed Substantial Amendment to the 2019 Community Development Block Grant (CDBG) Annual Action Plan to reallocate \$600,305 and continue certain previous programmed funding through the CDGB – Coronavirus program

INITIATING DEPT: Development Services / Neighborhood Resources

STRATEGIC GOAL: Accelerate Economic Growth and Actively Engage & Inform the Public

STRATEGIC OBJECTIVE: Revitalize Depressed and Declining Neighborhoods and Strengthen Supportive Partnerships with the Non-For-Profit Community

COMMENTARY: During 2020 Congress passed the CARES Act authorizing the City of Wichita Falls to receive funding through the Community Development Block Grant (CDBG) – Coronavirus program to prevent, prepare for, and respond to the COVID-19 threat. The U.S. Department of Housing and Urban Development rolled this funding out in waves and allowed each entity to amend its 2019 Action Plan once per year. Last year the City amended the PY 2019 Action Plan and received an additional \$594,749, for a total allotment of \$1,328,013 in CARES Act funding. This subsequent year's amendment will allow the City to access the second round of funding available to the City in the amount of \$594,749 for use in the upcoming FY 2023 fiscal year.

Certain programs like the Arts Council cancelled funding, and funding was reduced to Catholic Charities and Salvation Army who will continue to draw down their allotment, but were struggling to expend remaining funds.

A public hearing is required due to the substantial amendment to the 2019 Annual Action plan.

The City Council Subcommittee on Outside Agencies (Brewer, Browning, Nelson), who met with agency representatives on May 26, 2022, propose to use CDBG-CV entitlement funding in the amounts as follows:

CDBG-CV: City Departments

Grant Administration / Operational & administrative costs for CDBG Program (Continued from previous year)	\$118,949.80
Emergency Repair Program / Immediate-need home repair for low-income homeowners	\$67,504.95
Parks – Rehabilitation of Bridwell, Morningside, and Tenth Street Pocket Park	\$357,800.00

Transportation – Bus Shelter Rehabilitation and Construction	\$175,000.00
--	--------------

Council will consider a formal Resolution to adopt the amended plan that will appropriate the funds at the August 2, 2022, meeting.

RECOMMENDATION:

Staff recommends the City Council open the public hearing to receive citizen comments. No action is required.

☒ **Director of Development Services**

☒ **Assistant City Manager**

ASSOCIATED INFORMATION:

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Public Hearing to receive citizen comments concerning the proposed Substantial Amendment to the 2021 Community Development Block Grant (CDBG) Annual Action Plan and the Draft HOME-American Rescue Plan (HOME-ARP) Allocation Plan to allocate \$1,572,080 in funding.

INITIATING DEPT: Development Services / Neighborhood Resources

STRATEGIC GOAL: Accelerate Economic Growth and Actively Engage & Inform the Public

STRATEGIC OBJECTIVE: Revitalize Depressed and Declining Neighborhoods and Strengthen Supportive Partnerships with the Non-For-Profit Community

COMMENTARY: In 2021, Congress passed the American Rescue Plan Act authorizing the City of Wichita Falls to receive a special allocation of funding through the HOME Investment Partnership – American Rescue Plan (HOME-ARP) program to reduce homelessness and increase housing stability. The U.S. Department of Housing and Urban Development (HUD) required each entity to develop an allocation plan specifically for the HOME-ARP Program and allowed each entity to amend its 2021 Action Plan once per year. This HOME-ARP Allocation Plan must be approved and accepted by the City and HUD and included in the 2021 Annual Action Plan with an amendment.

After extensive research into the regulations, City staff concluded that among the activities the City could potentially undertake with this funding, only the non-congregate shelter acquisition and rehabilitation program activity would produce a lasting community-wide effect. As such, staff reached out to non-profits in the area to solicit input and applications from sub-recipients. Two applications were received from not for profit entities. After an analysis of their organizational finances, stability, and ability to carry out activities within required time frames, it was determined that only one organization had the ability to carry out the activity at this time.

A public hearing is required due to the substantial amendment to the 2021 Annual Action Plan and as part of the process of adopting the Draft HOME-ARP Allocation Plan.

The City Council Subcommittee on Outside Agencies (Brewer, Browning, Nelson), who met with agency representatives on May 26, 2022, propose to use HOME-ARP funding in the amounts as follows:

HOME-ARP Funding:

(CITY) Grant Administration / Operational & administrative costs for CDBG Program (Continued from previous year)	\$157,208.00
First Step, Inc. – Non-Congregate Shelter Rehabilitation	\$700,000.00

Unreserved – Future Non-Congregate Shelter Project	\$714,872.00
--	--------------

Council will consider a formal Resolution to adopt the amended plan that will appropriate the funds at the August 2, 2022, meeting.

RECOMMENDATION:

Staff recommends the City Council open the public hearing to receive citizen comments. No action is required.

☒ **Director of Development Services**

☒ **Assistant City Manager**

ASSOCIATED INFORMATION:

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Public Hearing on Action Plan to allocate FY 2022-2023 Community Development Block Grant (CDBG) funds in the amount of \$1,203,986, and FY 2022-2023 HOME Investment Partnership Program (HOME) funds in the amount of \$449,845.

INITIATING DEPT: Development Services / Neighborhood Resources

STRATEGIC GOAL: Accelerate Economic Growth and Actively Engage & Inform the Public

STRATEGIC OBJECTIVE: Revitalize Depressed and Declining Neighborhoods and Strengthen Supportive Partnerships with the Non-For-Profit Community

COMMENTARY: Each year, the U.S. Department of Housing and Urban Development (HUD) requires the City to develop an Annual Action Plan to address local needs identified in the current Five-Year Consolidated Plan, a document that serves as the basis for establishing annual funding allocations. The scheduled Public Hearing provides an opportunity for citizen comments on the proposed PY 2022 (next fiscal year: FY 2023) Annual Action Plan). The Action Plan identifies federal resources available to the City during the upcoming fiscal year and describes the activities expected to be undertaken.

The allocations being recommended to the City Council by the Council Subcommittee on Outside Agencies are a result of its May 26, 2022, meetings with local non-profit agencies and City departments interested in applying for CDBG funding. Funding requests totaling \$1,630,299.20 were submitted to the subcommittee. CDBG funds available for projects totaled \$1,303,986, including the 2022-2023 allocation of \$1,203,986 and \$100,000 in reprogrammed funds from the prior fiscal year. Funding for public service type activities is further limited to no more than 15% of the new annual grant amount.

To be considered, an approved activity eligible for funding, HUD requires that projects meet local needs and priorities identified in the Consolidated Plan. Activities must also meet specific criteria for eligibility defined in federal regulations and meet one of the following three national objectives:

1. Benefit low and moderate income persons.
2. Aid in the prevention or elimination of slum and blight, or
3. Meet an urgent need to remove a serious and immediate threat to health or safety.

The City must also make certain that no less than 70% of CDBG expenditures will be used for activities that benefit the low and moderate-income population within our community.

The City Council Subcommittee on Outside Agencies (Brewer, Browning, Nelson), who met with agency representatives on May 26, 2022, propose to use FY 2022-2023 CDBG and HOME entitlement funding in the amounts as follows:

CDBG: Outside Agencies

Child Care, Inc. / Child care subsidies for low-income working families	\$126,418.00
Christmas in Action / Home repair for elderly and handicapped owners	\$100,000.00
Senior Citizens Services of North Texas / Meals on Wheels Program	\$54,179.00
TOTAL	\$280,597.00

CDBG: City Departments

Code Enforcement / Demolition and clearance of hazardous structures	\$177,592.00
Code Enforcement / Demolition and clearance (Carryover from PY 2021)	\$200,000.00
Code Enforcement / Administration & operational costs	\$80,000.00
CDBG Program Delivery Costs / Minor & Emergency Repair Programs	\$30,000.00
Grant Administration / Operational & administrative costs for CDBG Program	\$240,797.00
Minor Repair Program / Minor home repair for low-income homeowners	\$213,000.00
Emergency Repair Program / Immediate-need home repair for low-income homeowners	\$167,000.00
Parks / MLK Safety, Security, and General Rehab Improvements	\$65,000.00
Traffic – Audible Pedestrian Signals	\$50,000.00
TOTAL	\$1,023,389.00

HOME Program

First-Time Homebuyer Program / Acquisition assistance costs for down payment, closing costs, minor repairs	\$307,384.00
Affordable Housing Program / Closing costs/principle reduction for Habitat home buyers	\$30,000.00
CHDO Set-Aside / Statutory 15% of Entitlement amount	\$67,477.00
HOME Administration / Operational & administrative costs for HOME Program	\$44,984.00
TOTAL	\$449,845.00

Council will consider a formal Resolution to adopt the amended plan that will appropriate the funds at the August 2, 2022, meeting.

RECOMMENDATION:

Staff recommends the City Council open the public hearing to receive citizen comments. No action is required.

☒ **Director of Development Services**

☒ **Assistant City Manager**

ASSOCIATED INFORMATION:

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Conduct a public hearing to receive citizen comments and take action on a resolution for the proposed 2022 Third Year Annual Action Plan of the adopted Five Year 2020-2024 Public Housing Agency (PHA) Plan.

INITIATING DEPT: Development Services/Housing

STRATEGIC GOAL: Accelerate Economic Growth

STRATEGIC OBJECTIVE: Support Neighborhood Revitalization

COMMENTARY: The City Council annually reviews and approves the documents that guide operations of the City's Housing Choice Voucher (formerly Section 8) Program, this being the 2022 Third Year Action Plan of the adopted 2020-2024 Five Year Public Housing Agency Plan. A public hearing is required for the approval of this plan.

The Public Housing Agency Plan serves as a broad document outlining the programs the Housing Division intends to provide. Staff is not recommending any modifications to the Third Year of the Five Year Action Plan. It has been customary during the annual review of the PHA plans to also review the status of the program. Below are a few current program details:

- 820 families currently being assisted (July 5th) with 37 vouchers issued searching for units
- 500 individuals/families currently on the waiting list
- \$375 current average cost per unit per month
 - \$25 increase from last year due to the rising cost of rent per unit.

Staff recommends (1) the Council open the public hearing to receive citizen comments, and (2) the approval of the Resolution.

☒ **Neighborhood Services Manager**

☒ **Director of Development Services**

☒ **Assistant City Manager**

ASSOCIATED INFORMATION: PHA Third Year Action Plan of the adopted Five-Year PHA Plan

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

RESOLUTION NO. _____

**Resolution Approving the 2022 Third Year Annual Action Plan of the
Adopted 2020-2024 Five Year Public Housing Agency (PHA) Plan**

WHEREAS, the Housing Division must annually submit for City Council approval, the Division's Annual Action Plan as part of the Five Year PHA Plan;

WHEREAS, as a result of this year's review of the Third Year Annual Action Plan, city staff is recommending no modifications be made;

WHEREAS, the City Council has conducted the required Public Hearing for this action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The attached Third Year Action Plan of the adopted Five Year Public Housing Agency Plan is hereby approved.

PASSED AND APPROVED this the 19th day of July, 2022.

MAYOR

ATTEST:

City Clerk

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 02/29/2016
--	---	---

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																									
A.1	<p>PHA Name: <u>City of Wichita Falls</u> PHA Code: <u>TX498</u> PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>10/2022</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>989</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below)</p> <table border="1"> <thead> <tr> <th>Participating PHAs</th><th>PHA Code</th><th>Program(s) in the Consortia</th><th>Program(s) not in the Consortia</th><th>No. of Units in Each Program</th></tr> </thead> <tbody> <tr> <td>Lead HA:</td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																			
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																						
Lead HA:																										

B.	Annual Plan.				
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p>				
B.2	<p>New Activities</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project Based Vouchers.</p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p>				
B.3	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>				
B.4	<p>Civil Rights Certification</p> <p>Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>				
B.5	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>				
B.6	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>The PHA continues to work towards improving housing lease-up rates and maintain the maximum number of families under lease that the budget limits will support. 2. To provide outreach to property owners to increase housing stock outside of the poverty areas.</p>				

	<p>3. To provide a comprehensive analysis of the rental market, which will allow the highest payment standards that the funding limits will support without reducing the number of participating families. 4. To promote self-sufficiency and asset development by our tenants and the community. 5. Improve SEMAP score. 6. Increase customer and landlord satisfaction.</p> <p>Maintain or increase lease-up by establishing payment standards that will enable families to rent throughout the jurisdiction. Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability. Undertake affirmative measures to ensure access to assisted housing regardless of gender (LGBT) related to the equal access rule.</p> <p>Continue to protect clients and family members of clients who are victims of domestic, dating violence, or stalking from being terminated from housing based in acts such violence against them in accordance with the VAWA act.</p>
B.7	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>

Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV Only PHAs

A. PHA Information. All PHAs must complete this section. ([24 CFR §903.23\(4\)\(e\)](#))

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA's jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.7\(a\)\(2\)\(i\)](#)). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. [24 CFR §903.7\(a\)\(2\)\(ii\)](#)

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs

administered by the PHA. ([24 CFR §903.7\(c\)\(3\)\(4\)](#)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD's website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

B.2 New Activity. If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark "yes" for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark "no." ([24 CFR §983.57\(b\)\(1\)](#) and Section 8(13)(C) of the United States Housing Act of 1937.

☐ **Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

B.3 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(p\)](#))

B.4 Civil Rights Certification. Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))

B.5 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))

B.6 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(r\)\(1\)](#))

B.7 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Resolution awarding Construction Services Contract to MARRS Patriot Construction, LLC for the Health Department, Women, Infants and Children Ramp Renovation Project for the amount of \$104,566.88.

INITIATING DEPT: Health

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: A need has existed to redesign the existing accessibility ramp at the main entrance of the Health District. The ramp currently services the outside entrance into the WIC office located adjacent to the front entrance of the Health District. There is currently no accessibility ramp servicing the main entrance of the Health District. State WIC offered us funding for renovation of the WIC facilities. This project will also reconfigure the current accessibility parking spaces and adjacent accessibility path. A contract was signed, on March 1, 2022, with SLA architects for design and over sight of the project. A request for bids (RFB) for construction services was sent out on May 9, 2022.

A bid opening was held on May 26, 2022, the City received one bid from General Contractors. The bid is as follows:

Marrs Patriot Construction, LLC \$104,566.88

The anticipated cost for the total project are as follows; Architect \$7,200, sole bid received \$104,566.88 Total \$111,766.88. This project is 100% funded with grant funding from the Department of State Health Service.

Staff recommends approval of the resolution.

☒ **Director of Health**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution awarding Construction Services Contract to MARRS Patriot Construction, LLC for the Health Department, Women, Infants and Children Ramp Renovation Project for the amount of \$104,566.88.

WHEREAS, The City of Wichita Falls wishes to undertake renovation of the existing WIC accessibility ramp addition located at the Health Department; and,

WHEREAS, the renovation of this area will create a functional accessibility entrance for not only the exterior WIC entrance but also the Main entrance of the Health Department; and,

WHEREAS, Marrs Patriot Construction, LLC has submitted a bid for completion of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The construction agreement for the amount of \$104,566.88. with Marrs Patriot Construction, LLC for the City of Wichita Falls Health Department WIC ramp renovation is hereby approved, and the City Manager is authorized to sign the agreement in a form approved by the City Attorney.

PASSED AND APPROVED this the 19th day of July, 2022.

MAYOR

ATTEST:

City Clerk

CITY OF WICHITA FALLS
WICHITA FALLS-WICHITA COUNTY PUBLIC HEALTH DISTRICT
ENTRANCE RAMP RENOVATION AGREEMENT

This Agreement (“Agreement”) is entered into on this ____ day of July, 2022, by and between the City of Wichita Falls, “Owner,” by and through the Wichita Falls-Wichita County Public Health District, “Owner”, and Marrs Patriot Construction, LLC, “Contractor.”

Recitals

- A. Owner is seeking to renovate the entrance ramp for the Wichita Falls-Wichita County Public Health District (Project) located at 1700 3rd Street, Wichita Falls, Texas 76301, *see Exhibit A*; and,
- B. Contractor submitted a bid and was awarded the Project by the City of Wichita Falls; and,
- C. Contractor is a licensed contractor in the building remodeling business, properly licensed and bonded, and has the capability to construct the Project in accordance with generally accepted demolition practices and procedures; and,
- D. SLA Architects will oversee the work on behalf of Owner and shall work with Contractor to complete the Project; and,
- E. The parties desire to enter into this Agreement upon the terms and conditions that follow.

Now, therefore, in consideration of \$101,013.07 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, attached hereto as **Exhibit A**, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and the Construction Manager or the Construction Manager’s consultants, (3) between the Owner and the

Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-Subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager and in general includes work required by City of Wichita Falls Bid #22-39.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract if required by Owner. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the

Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Indemnification

§ 3.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.17.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Architect may act as Owner's Construction Manager. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.4 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.5 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.6 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in

accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.16 through 4.2.18 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.6 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.7 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.8 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.9 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.10 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.11 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.12 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and

selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.13 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.14 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.15 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.16 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.17 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.18 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-Subcontractor or an authorized representative of the Sub-Subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and

performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and

- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is 180 days unless amended by written agreement of both parties.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required

by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Article 9.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of:

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-Subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-Subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage

or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

Insurance will be required in the following amounts:

- Commercial General Liability
 - \$1,000,000 aggregate or
 - \$600,000 per occurrence
- Automobile Liability

- \$600,000 aggregate or
 - \$500,000 for personal injury and
 - \$100,000 for property damage
- Workers Compensation
 - Statutory Limits

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner is a self-insured home-rule municipality and will maintain insurance requirements as such.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner may, at the Owner's option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance will be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later.

§ 11.3.1.1 Property insurance, if Owner chooses to provide, shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief,

collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-Subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 **Boiler and Machinery Insurance.** The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-Subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 **Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas with exclusive jurisdiction in Wichita County.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent

by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating its cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 substantial evidence that Contractor has abandoned the work or discontinued the performance of the work and failure to resume performance within a reasonable time after notice to do;
- .5 substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work;
- .6 failure of the Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the Owner;
- .7 repeated and flagrant violations of safe working procedures;
- .8 the filing by Contractor of litigation against the Owner prior to final completion of the work; or
- .9 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Section 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 Claims for Consequential and Exemplary Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.1.7 Liquidated Damages for Failure to Complete on Time. The time of completion is the essence of this Contract. For each day that any work shall remain uncompleted after the time specified in the Contract Documents, or the increased time granted by the Owner, shall be deducted from the money due the Contractor at a rate of \$240 per day.

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but shall be deemed, taken and treated as reasonable liquidated damages, per day that the Contractor shall be in default after the time stipulated in the Contractor for completing the work. The said amount is fixed and agreed upon by and between Owner and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain and which shall be retained from the money due, or that may become due, to the Contractor under this Contract; and if such money be insufficient to cover the amount owing, then the Contractor or its surety shall pay any additional amounts due.

In the event actual damages incurred by the Owner exceed the amount of liquidated damages, Owner shall be entitled to recover its actual damages.

§ 15.1.8 Waiver of Attorneys' Fees. If any action at law or in equity is necessary to enforce this agreement, each party agrees to pay its own attorneys' fees and will not seek to recover its own attorneys' fees from the other party. Contractor understands that Texas Local Government Code subchapter I, § 271.153(a)(3) provides that the total amount of money awarded in an adjudication brought against a governmental entity for breach of a contract includes attorneys' fees. Both Contractor and the Owner expressly waive all statutory and other rights to recover attorneys' fees pursuant to in § 271.153(a)(3) and all other law.

§ 15.1.9 Waiver of Additional Damages. Contractor acknowledges that Texas Local Government Code subchapter I, § 271.153(a)(1) provides that the total amount of money awarded in an adjudication brought against a governmental entity for breach of a contract brought under subchapter I includes any amount owed as compensation for the increased cost to perform the work as a direct result of Owner-caused delays or acceleration. Contractor expressly waives its statutory rights as outlined by § 271.153(a)(1) and agrees that it will not seek to recover from Owner any amount owed as compensation for the increased cost to perform the work as a direct result of Owner-caused delays or acceleration

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

ARTICLE 16 ANTI-BOYCOTT CONTRACT VERIFICATION

§ 16.1 Pursuant to Texas Government Code Chapter 2270, a company providing a good or service must state by written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Verification.

"I, _____, being over the age of eighteen years and in my official capacity representing an entity that is a party to this contract with the City of Wichita Falls, hereby swear and verify under oath:

- (1) Entity does not boycott Israel; and
- (2) Entity will not boycott Israel during the term of this contract.”

Signature

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

City of Wichita Falls

Marrs Patriot Construction, LLC

Darron J. Leiker

Signature

Printed name

Attest:

City Clerk

Approved as to form:

City Attorney

Exhibit A



INDEX OF DRAWINGS

GENERAL	
0001	COVER SHEET - RFP
0002	CANDIDATE STATEMENT OF WORK
0003	ACCESSIBILITY STANDARDS
0004	ACCESSIBILITY STANDARDS
0005	ACCESSIBILITY STANDARDS
0006	ACCESSIBILITY STANDARDS
0007	ACCESSIBILITY STANDARDS
0008	ACCESSIBILITY STANDARDS
0009	ACCESSIBILITY STANDARDS
0010	ACCESSIBILITY STANDARDS
0011	ACCESSIBILITY STANDARDS
0012	ACCESSIBILITY STANDARDS
0013	ACCESSIBILITY STANDARDS
0014	ACCESSIBILITY STANDARDS
0015	ACCESSIBILITY STANDARDS
0016	ACCESSIBILITY STANDARDS
0017	ACCESSIBILITY STANDARDS
0018	ACCESSIBILITY STANDARDS
0019	ACCESSIBILITY STANDARDS
0020	ACCESSIBILITY STANDARDS
0021	ACCESSIBILITY STANDARDS
0022	ACCESSIBILITY STANDARDS
0023	ACCESSIBILITY STANDARDS
0024	ACCESSIBILITY STANDARDS
0025	ACCESSIBILITY STANDARDS
0026	ACCESSIBILITY STANDARDS
0027	ACCESSIBILITY STANDARDS
0028	ACCESSIBILITY STANDARDS
0029	ACCESSIBILITY STANDARDS
0030	ACCESSIBILITY STANDARDS
0031	ACCESSIBILITY STANDARDS
0032	ACCESSIBILITY STANDARDS
0033	ACCESSIBILITY STANDARDS
0034	ACCESSIBILITY STANDARDS
0035	ACCESSIBILITY STANDARDS
0036	ACCESSIBILITY STANDARDS
0037	ACCESSIBILITY STANDARDS
0038	ACCESSIBILITY STANDARDS
0039	ACCESSIBILITY STANDARDS
0040	ACCESSIBILITY STANDARDS
0041	ACCESSIBILITY STANDARDS
0042	ACCESSIBILITY STANDARDS
0043	ACCESSIBILITY STANDARDS
0044	ACCESSIBILITY STANDARDS
0045	ACCESSIBILITY STANDARDS
0046	ACCESSIBILITY STANDARDS
0047	ACCESSIBILITY STANDARDS
0048	ACCESSIBILITY STANDARDS
0049	ACCESSIBILITY STANDARDS
0050	ACCESSIBILITY STANDARDS
0051	ACCESSIBILITY STANDARDS
0052	ACCESSIBILITY STANDARDS
0053	ACCESSIBILITY STANDARDS
0054	ACCESSIBILITY STANDARDS
0055	ACCESSIBILITY STANDARDS
0056	ACCESSIBILITY STANDARDS
0057	ACCESSIBILITY STANDARDS
0058	ACCESSIBILITY STANDARDS
0059	ACCESSIBILITY STANDARDS
0060	ACCESSIBILITY STANDARDS
0061	ACCESSIBILITY STANDARDS
0062	ACCESSIBILITY STANDARDS
0063	ACCESSIBILITY STANDARDS
0064	ACCESSIBILITY STANDARDS
0065	ACCESSIBILITY STANDARDS
0066	ACCESSIBILITY STANDARDS
0067	ACCESSIBILITY STANDARDS
0068	ACCESSIBILITY STANDARDS
0069	ACCESSIBILITY STANDARDS
0070	ACCESSIBILITY STANDARDS
0071	ACCESSIBILITY STANDARDS
0072	ACCESSIBILITY STANDARDS
0073	ACCESSIBILITY STANDARDS
0074	ACCESSIBILITY STANDARDS
0075	ACCESSIBILITY STANDARDS
0076	ACCESSIBILITY STANDARDS
0077	ACCESSIBILITY STANDARDS
0078	ACCESSIBILITY STANDARDS
0079	ACCESSIBILITY STANDARDS
0080	ACCESSIBILITY STANDARDS
0081	ACCESSIBILITY STANDARDS
0082	ACCESSIBILITY STANDARDS
0083	ACCESSIBILITY STANDARDS
0084	ACCESSIBILITY STANDARDS
0085	ACCESSIBILITY STANDARDS
0086	ACCESSIBILITY STANDARDS
0087	ACCESSIBILITY STANDARDS
0088	ACCESSIBILITY STANDARDS
0089	ACCESSIBILITY STANDARDS
0090	ACCESSIBILITY STANDARDS
0091	ACCESSIBILITY STANDARDS
0092	ACCESSIBILITY STANDARDS
0093	ACCESSIBILITY STANDARDS
0094	ACCESSIBILITY STANDARDS
0095	ACCESSIBILITY STANDARDS
0096	ACCESSIBILITY STANDARDS
0097	ACCESSIBILITY STANDARDS
0098	ACCESSIBILITY STANDARDS
0099	ACCESSIBILITY STANDARDS
0100	ACCESSIBILITY STANDARDS

WICHITA FALLS - WICHITA COUNTY PUBLIC HEALTH DISTRICT RAMP RENOVATION

MAYOR & CITY COUNCIL

STEPHEN SANTELLANA	MAYOR
BOBBY WHITELEY	AT LARGE
MICHAEL SMITH	DISTRICT 1
DEANDRA CHENAULT	DISTRICT 2
JEFF BROWNING	DISTRICT 3
TIM BREWER	DISTRICT 4
STEVE JACKSON	DISTRICT 5
DARRON LEIKER	CITY MANAGER
LOU KREIDLER	DIRECTOR OF HEALTH

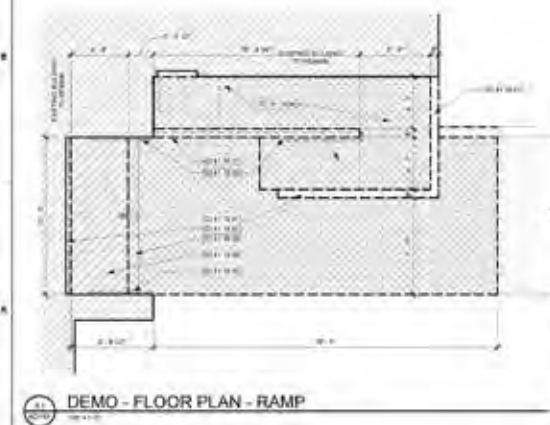
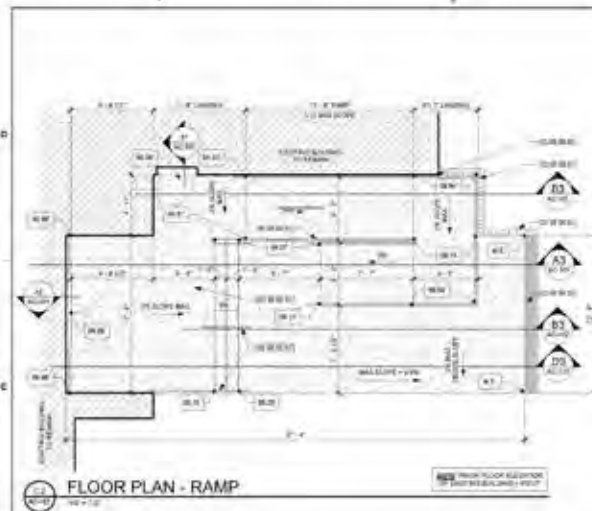
SLA
ARCHITECTS

CONSTRUCTION DOCUMENTS









CONCRETE NOTES

- [illegible]

SITework NOTES

- [illegible]

GENERAL NOTES

- [illegible]

LEGEND

- | Figure 17-44: Sample output | Figure 17-45: Sample output |
|---|---|
|  |  |
|  |  |
|  |  |
|  |  |

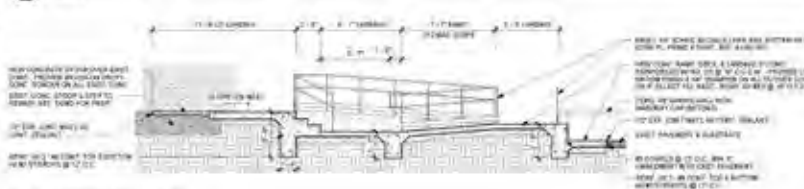
ACETAMINOPHEN

- [illegible]

RAMP SECTION



RAMP SECTION



WICHITA FALLS - WICHITA COUNTY
PUBLIC HEALTH DISTRICT

RAMP RENOVATION

1700 3rd STREET
WICHITA FALLS, TX



APRIL 28, 2015

WETNESS SCALE 0 10

See [L. Meyerhoff](#) for related
content. [View all posts by L. Meyerhoff](#)

PROJECT NUMBER
22004

DATE
APRIL 2022

RAMP FLOOR PLANS & SECTIONS

SHEET NO. 10

CONSTRUCTION DOCUMENTS

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Resolution authorizing the City Manager to apply for the FY 2022 Patrick Leahy Bulletproof Vest Partnership Grant in the amount of up to \$11,025.00.

INITIATING DEPT: Police

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The City of Wichita Falls is eligible to apply for FY 2022 Patrick Leahy Bulletproof Vest Partnership Grant. The Wichita Falls Police Department has determined that 15 bulletproof vests will be purchased or replaced in FY 2022 for officers. The total cost of this vest purchase is \$11,025.00, which is \$735.00 per vest. The Grant reimburses local jurisdictions up to 50% of the cost of bulletproof vests; in this case, the City would be eligible for up to \$5,512.50 in reimbursement.

Staff recommends approval of the resolution.

☒ **Police Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

**Resolution authorizing the City Manager to apply for the FY 2022
Patrick Leahy Bulletproof Vest Partnership Grant in the amount up to
\$11,025.00**

WHEREAS, the City of Wichita Falls has been notified that it is eligible for grant funding from the Patrick Leahy Bulletproof Vest Partnership Grant; and,

WHEREAS, the City of Wichita Falls will submit an application to obtain the available funds from the Patrick Leahy Bulletproof Vest Partnership Grant; and,

WHEREAS, the City of Wichita Falls will use these funds to purchase bulletproof vests for the Wichita Falls Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The City Manager is hereby authorized to apply for grant funding for bulletproof vests from the FY 2022 Patrick Leahy Bulletproof Vest Partnership Grant in the amount up to \$11,025.00.

PASSED AND APPROVED this the 19th day of July, 2022.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Resolution approving the programs and expenditures of the Wichita Falls 4B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$35,000 to Downtown Wichita Falls Development, Inc. (DWFD) for the purchase and installation of various streetscape elements downtown.

INITIATING DEPT: City Manager's Office

STRATEGIC GOAL: Redevelop Downtown

STRATEGIC OBJECTIVE: Pursue Public/Private Partnerships

COMMENTARY: TEXAS LOCAL GOVERNMENT CODE § 501.073(a) provides "The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation."

Timeline

- June 23, 2022 – Funding request received from DWFD;
- July 7, 2022 – Corporation Board conducts public hearing and approves request;
- July 19, 2022 – City Council to consider approving budget amendment facilitating project.

At its July 7, 2022 meeting, the Type B Board approved funding in an amount not to exceed \$35,000 to DWFD, Inc. to support the overall \$40,000 purchase of various streetscape elements to be placed in the public space for the public's benefit at various locations downtown. The proposed items include benches, trash cans, pole banners, and pet waste stations (see attached from DWFD).

If the funding request supporting the project is approved, (1) all maintenance and costs therein of the items will be by DWFD, and (2) permits, if necessary, from the City for the placement of such items in the public right-of-way will be obtained prior to placement.

The organization's executive director will be at the meeting to make a presentation and to answer questions.

Staff recommends approval of the resolution.

☒ **Assistant City Manager**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution approving the programs and expenditures of the Wichita Falls Type B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$35,000 to Downtown Wichita Falls Development, Inc. (DWFD) for the purchase and installation of various streetscape elements downtown

WHEREAS, Texas Local Gov't. Code § 501.073(a) provides "The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation;" and,

WHEREAS, on July 7, 2022, the Wichita Falls Type B Sales Tax Corporation approved the project listed below and as stated in its agenda.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The Wichita Falls Type B Sales Tax Corporation's approval and funding of the following programs and expenditures, in a total amount not to exceed **\$35,000** as described below and in said corporation's agenda, is approved:

An amount up to \$35,000 to Downtown Wichita Falls Development, Inc. (DWFD) for the purchase and installation of various streetscape elements downtown.

2. The current fiscal year budget of the Type B Sales Tax Corporation is amended to provide for the aforementioned expenditures and changes thereto.

PASSED AND APPROVED this the 19th day of July, 2022.

MAYOR

ATTEST:

City Clerk

Wichita Falls Type B Sales Tax Corporation
July 7, 2022

ITEM/SUBJECT: Public hearing and consideration of a funding request from Downtown Wichita Falls Development, Inc. for various streetscape improvements downtown.

ATTACHMENTS: request from DWFD, Inc.

STRATEGIC GOAL: Redevelop Downtown

STRATEGIC OBJECTIVE: Enhance focus on culture, arts, and entertainment

Staff Summary:

The funding request from DWFD, Inc (attached) is for \$35,000 to support the overall \$40,000 purchase of various streetscape elements to be placed in the public space for the public's benefit at various locations downtown. The proposed items include benches, trash cans, pole banners, and pet waste stations.

If the funding request supporting the project is approved, (1) all maintenance and costs therein of the items will be by DWFD, and (2) permits, if necessary, from the City for the placement of such items in the public right-of-way (ROW) will be obtained prior to placement.

The organization's executive director will be at the meeting to make a presentation and to answer questions.

As the proposal advances the City's Strategic Plan, the overall aesthetic and function of our City's downtown, and at minimal to zero recurring cost to the taxpayers, City staff recommends approval.



Judge Gary W. Butler
Chairman

Rebecca Raeke
Vice-Chairman

Rodney Case
Treasurer

Carla Rogers
Secretary

John Dickinson

Guy Dunn

Joel Hartmangruber

Denton Keltner

Syd Litteken

Cody Magana

Mario Ramirez

Charis Rhoades

Tyler Sales

Ivonne Wineinger

Jana Schmader
Executive Director

Jeanette Charos
Marketing Director

DATE:

June 23, 2022

TO:

48 Sales Tax Corporation Board of Directors

Paul Menzies, Assistant City Manager, City of Wichita Falls

FROM:

Jana Schmader, Executive Director, Downtown Wichita Falls Development, Inc.


Mr. Menzies,

Attached you will find a funding request for the 48STC on behalf of Downtown Wichita Falls Development, Inc. for upgrades to the Downtown streetscape.

The submission package includes a project overview, breakdown of specific projects, and the requested funding amount.

I look forward to sharing our project specifics in person. Should any additional items be requested, my contact information is below.


Jana Schmader
Executive Director, DWFD

 **Phone.**
940-322-4526

 **Email.**
director@downtownproud.com

 **Address.**
705 Indiana Ave. Wichita Falls, TX 76791



DOWNTOWN
WICHITA FALLS
DEVELOPMENT

PROJECT

Downtown Wichita Falls Development project overview: DWFD seeks to continue community development projects, in line with the Frees & Nichols streetscapes plan supported by 4B. With a history of completing successful hardscape and aesthetic projects, we are focused on creating and enhancing a quality of place for residents and visitors. The projects listed below will enhance gateways and corridors along the main thoroughfares, making it more walkable and inviting, while also providing infrastructure to keep our sidewalks, streets and greenspaces free of debris.

	How Many	Price	Total
Benches	30	\$650	\$19,500
Trash Cans	14	\$750	\$10,500
Pole Banners	70	\$110	\$4,100
Pet Stations	2	\$200	\$400

TOTAL PROJECT COST: \$40,000

with shipping and installation fees

DWFD CONTRIBUTION: \$5,000 + MAINTENANCE

4B REQUEST: \$35,000

BENCHES



The recycled plastic benches would be cohesive with the current benches in Downtown that DWFD has purchased. The dark green and wrought iron details flow well with the Downtown Streetscape Plan, in addition to the new lighting poles and street lamps to be installed in the district as approved by Council.

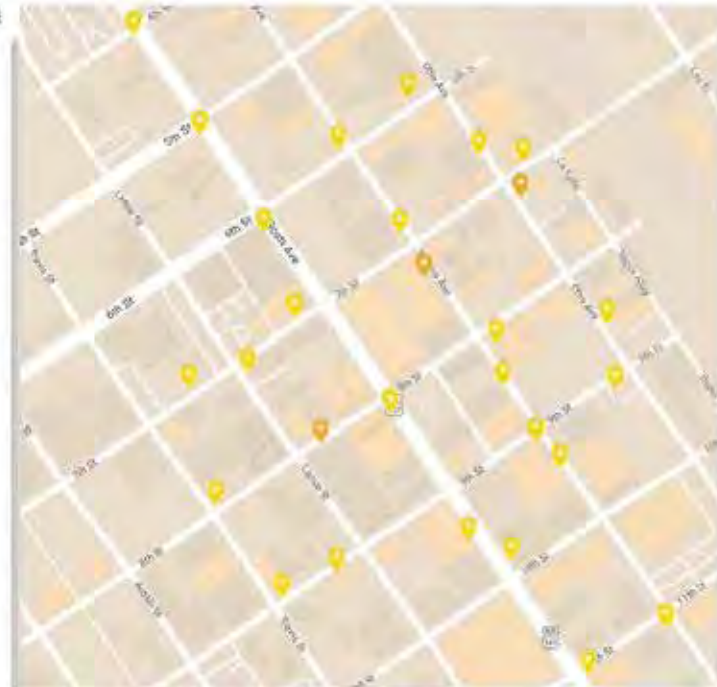
MAP

Proposed Benches

Individual stops

- ✓ Mezzoni East Stop
- ✓ Bus Stop - 8th
- ✓ Bus Stop - 9th
- ✓ 9th and Indiana
- ✓ Bud Daniel Park
- ✓ TCU
- ✓ Hall Park
- ✓ KNOX
- ✓ 6th Street Winery
- ✓ 932 Indiana
- ✓ Kinkadee
- ✓ BID Indy
- ✓ Tadpole
- ✓ Great Scott
- ✓ Stone Oven
- ✓ MWA
- ✓ Pats
- ✓ Country Annex
- ✓ BYSP
- ✓ Courthouse
- ✓ Bunika Shop
- ✓ 6th and Indy
- ✓ Black
- ✓ The Artway
- ✓ Grange Street
- ✓ Chubb
- ✓ 8th and Travis
- ✓ Courthouse

Bike Rack/ Sculpture



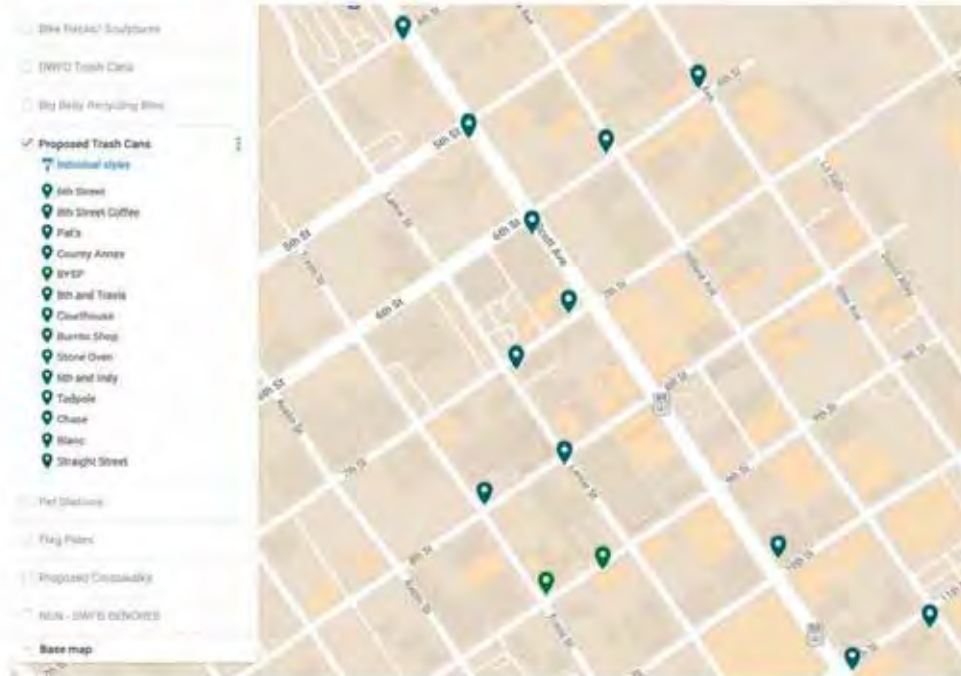
*Placement contingent on Property Management approval of encroachments

TRASH CANS

Downtown Wichita Falls Development currently has 17 trash cans in the district. This would add an additional 14 to the area. DWFD currently contracts with Work Services Corporation to empty the trash cans 3 days a week, and the cleanliness project is endorsed by Project Pickup.



MAP



*Placement contingent on Property Management approval of encroachments

POLE BANNERS

The project would include the addition of 70 pole banners located along the main thoroughfare (down Scott Ave. and becoming more concentrated at the core), helping to create a sense of destination.

Banners would be branded with the Downtown logo and the tagline, "The Place to Be.", as well as other Downtown campaigns.



MAP

✓ Proposed Pole Banners

Individual styles

- Point 1
- Point 2
- Point 3
- Point 4
- Point 5
- Point 6
- Point 7
- Point 8
- Point 9
- Point 10
- Point 11
- Point 12
- Point 13
- Point 14
- Point 15
- Point 16
- Point 17
- Point 18
- Point 19
- Point 20
- Point 21
- Point 22
- Point 23
- Point 24
- Point 25
- Point 26
- Point 27



*Placement approved by CWF Director of AT&T

PET STATIONS

The project would add 2 additional pet stations to the district, bringing the total to 2 at Park Central and 1 at Bud Daniel Park. More residents means more pets and the need for pet infrastructure. These will be placed in green spaces that pet owners are likely to stop when taking their pets for a walk and they are in proximity to the Holt Hotel Apartments, LaSalle Apartments, and City Center Apartments.



MAP

- ✓ Pet Stations
- Individual styles
- Park Central
- Park Central 2
- Bud Daniel



RECAP

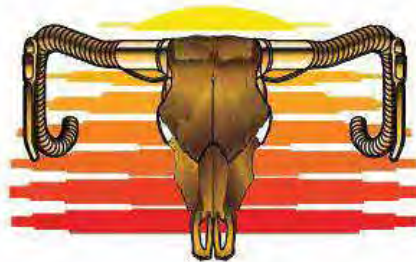
- 116 hardscape/branding pieces
- DWFD agrees to maintenance

TIMELINE

JULY 7: 4B Presentation and possible action

JULY 19: Council budget amendment/possible action

Lead time on products would allow time for shipping and installation prior to Hotter'N Hell 100 2022. This would make a significant difference when welcoming visitors to the largest event in our city.



CITY COUNCIL AGENDA
July 19, 2022

ITEM/SUBJECT: Appointments and Actions regarding Boards and Commissions

INITIATING DEPT: City Clerk

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: Terms for the 4B Sales Tax Corporation, Housing Authority Board and Library Advisory Board expire on July 31, 2021, one term for the Helen Farabee Board Trustees expires August 31, 2021, and there are midterm vacancies on the Park Board, and Planning and Zoning Commission.

***4B Sales Tax Corporation:** Glenn Barham, Darron Leiker, and Michael Mills are eligible for and desire reappointment. Current applicants are Kevin Hunter, Carol Murray, Lauren Olaya, Josh Phillips, and Tom Taylor.

***Helen Farabee Board of Trustees:** Robert Clement's term expires August 31, 2022, and he is eligible for and desires reappointment. Current applicant is Shammann Smith.

***Housing Authority Board:** Ronnie London is eligible for and desires reappointment. There are no additional applicants. **These are mayoral appointments and do not require council action.**

Library Advisory Board: Kym Acuna and Jim Sernoe both desire reappointment, but have met their term limit. Council can waive their term limit, or appoint new applicants. Dena Webb – Place 8, and Emily Reeves – Place 9 have both resigned due to moving. Current applicants are: Amy Bobrowitz, Marianne Dowdy, Abigail Eakin, Madeline Eubanks, Stephanie Ingle, Larri Jean Jacoby, Jane Ketcham, Melisse McCartney, Shunta McFadden, Diana Ramsey, Betty Richie, Shammann Smith, and Lisa Wyatt.

Park Board: Crystal Byrd – Place 11 and Charlie Zamastil both resigned due to moving. Current applicants are: Craig Brown, Austin Cobb, Ben Filer, Kristen Garrison, Simeon Hendrix, Stephanie Ingle, Josh Phillips, Luis Severin, and Shammann Smith.

***Planning and Zoning Commission:** Anthony Vidmar – Place 1 resigned due to a work conflict. Current applicants are: Matt Marrs, William Parkin, Aston Pecor, and Alan Sizemore.

The Current Membership Rosters are attached. Applications will be sent to the council by separate e-mail.

Boards marked with an * can be discussed in executive session.

☒ **City Clerk**

ASSOCIATED INFORMATION: Current rosters.

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

4B SALES TAX CORPORATION

<i>PLACE</i>	<i>NAME</i>	<i>APPOINTED</i>	<i>EXPIRATION</i>	<i>DISTRICT</i>
1	Tony Fidelie, Jr., <i>Chair</i>	06/21/2011 06/04/2013 07/07/2015 07/05/2017 06/18/2019 07/20/2021	07/31/2023	1
2	Rick Hatcher	06/04/2013 07/07/2015 07/05/2017 06/18/2019 07/20/221	07/31/2023	3
3	Glenn Barham	07/05/2016 07/17/2018 07/07/2020	07/31/2022	1
4	Darron Leiker	07/18/2006 07/01/2008 07/06/2010 07/17/2012 07/01/2014 08/23/2018 07/07/2020	07/31/2022	4
5	Nicholas Schreiber	06/18/2019 07/20/2021	07/31/2023	4
6	Michael Mills	12/01/2015 07/05/2016 07/17/2018 07/07/2020	07/31/2022	3
7	Dave Clark	12/04/2012 06/04/2013 07/07/2015 07/05/2017 06/18/2019 07/20/2021	07/31/2023	1

Current applicants: Kevin Hunter, Carol Murray, Lauren Olaya, Josh Phillips, and Tom Taylor.

HELEN FARABEE REGIONAL MHMR CENTERS BOARD OF TRUSTEES

PLACE	NAME	APPOINTED	EXPIRATION	QUALIFICATIONS
1	Verner Hayhurst, Chair	09/2010	08/31/2023	Archer, Clay, and Montague Counties
2	Cindy Barksdale	04/2018	08/31/2022	Jack and Wise Counties
3	Kathy Thorp	02/04/2016	08/31/2023	Throckmorton and Young Counties
4	Lou Vail	12/06/2018	08/31/2023	Baylor, Haskell, and Knox Counties
5	Joan Murray	01/01/2018	08/31/2023	Cottle, Dickens, and King Counties
6	Van R. "Bill" White, Vice-Chair	12/2012	08/31/2022	Childress, Foard, Hardeman, and Wilbarger Counties
7	J. Brian Eby	09/2020	08/31/2022	Wichita County
8	Robert Clement	04/2004 2018 07/07/2020	08/31/2022	CWF
9	Steven Sullwold, Secretary	05/2017 07/05/2017 06/18/2019 07/20/2021	08/31/2023	CWF
10	Vacant		08/31/2022	WCSO Ex-Officio
11	Pat Laughery	11/01/2019	08/31/2022	WCSO Ex-Officio

Current applicant: Shammann Smith

HOUSING AUTHORITY BOARD

PLACE	NAME	APPOINTED	EXPIRATION	QUALIFICATIONS	DISTRICT
1	Patricia Daughtery	07/02/2019 07/20/2021	07/31/2023		2
2	Steve Sparks	07/27/2015 07/31/2016 07/17/2018 07/07/2020	07/31/2020 07/31/2022		1
3	Kitty Howard	07/25/2015 06/27/2017 07/02/2019 07/20/2021	07/31/2023		
4	Ronnie London	07/01/2014 07/31/2016 07/17/2018 07/07/2020	07/31/2020 07/31/2022		3
5	Shannon D. Gray	03/15/2022	07/31/2023	Tenant of Housing Authority	2

No additional applicants. These are Mayoral appointments and do not require Council action.

LIBRARY ADVISORY BOARD

PLACE	NAME	APPOINTED	EXPIRATION	QUALIFICATIONS	DISTRICT
1	Kym Acuna	10/04/2016 06/18/2019	07/31/2022	Term Limit	1
2	Jim Sernoe	10/04/2016 06/18/2019	07/31/2022	Term Limit	4
3	Kristen Garrison	10/05/2021	07/31/2024		3
4	Daniel Juarez	07/07/2020	07/31/2023		3
5	Katherine Love	07/07/2020	07/31/2023		3
6	Emily Adams	07/31/2018 07/20/2021	07/31/2024		3
7	Suhua Huang	07/05/2017 07/31/2018 07/20/2021	07/31/2024		3
8	Vacant		07/31/2022		
9	Vacant		07/31/2023		
	Alan Martin			Non-voting ex officio, President Friends of the Library	
	Jana Hausburg			Non-voting ex officio, Library Administrator	

Current applicants: Amy Bobrowitz, Marianne Dowdy, Abigail Eakin, Madeline Eubanks, Stephanie Ingle, Larri Jean Jacoby, Jane Ketcham, Melisse McCartney, Shunta McFadden, Diana Ramsey, Betty Richie, Shammann Smith, and Lisa Wyatt

PARK BOARD

PLACE	NAME	APPOINTED	EXPIRATION	DISTRICT
1	Larri Jean Jacoby	12/15/2020	12/31/2023	1
2	Patrick Hearn	08/03/2021 12/21/2021	12/31/2021 12/31/2024	1
3	Jessica Traw	11/07/2017 12/15/2020	12/31/2020 12/31/2023	5
4	Sandy Fleming	12/18/2018 12/21/2021	12/31/2021 12/31/2024	1
5	Jim Heiman	12/18/2018 12/21/2021	12/31/2021 12/31/2024	4
6	Dr. Michael Battaglino	07/20/2021	12/31/2022	4
7	Dorcas Chasteen	12/21/2021	12/31/2024	4
8	Thomas Taylor	12/15/2020	12/31/2023	5
9	Alan Donaldson	07/05/2017 12/03/2019	12/31/2022	3
10	Vacant		12/31/2022	
11	Vacant		12/31/2022	

Current applicants: Michael Battaglino, Kristen Garrison, Patrick Hearn, and Holly Scheller

PLANNING AND ZONING COMMISSION

PLACE	NAME	APPOINTED	EXPIRATION	QUALIFICATIONS	DISTRICT
1	Vacant		12/31/2022		
2	Blake Haney	12/06/2016 11/07/2017 12/03/2019 12/21/2021	12/31/2021 12/31/2023		3
3	Cayce Wendeborn	01/19/2016 11/07/2017 12/03/2019 12/21/2021	12/31/2021 12/31/2023		4
4	Wayne Pharries	12/21/2021	12/31/2022	Moved from Alt 1 12/21/2021	
5	Noros Martin	12/03/2019 12/21/2021	12/31/2021 12/31/2023		1
6	Jeremy Woodward	02/19/2019 12/03/2019 12/15/2020	12/31/2019 12/31/2022	Moved from Alt 1 12/15/2020	4
7	Michael Grassi	09/03/2019 12/15/2020 12/21/2021	12/31/2021 12/31/2023	Moved from Alt. 2 03/16/2021	4
8	Steve Lane	10/04/2016 12/15/2020	12/31/2020 12/31/2022	Moved from Alt. 02/19/2019	4
9	David (Carl) Cook	05/09/2018 12/15/2020	12/31/2020 12/31/2022	Moved from Alt. 12/18/2018	4
10	Douglas McCulloch	03/15/2022	12/31/2023	Alternate 1	4
11	Steven Wood	03/15/2022	12/31/2022	Alternate 2	4
12	Mark McBurnett	01/19/2016 11/07/2017 12/03/2019 12/21/2021	12/31/2021 12/31/2023	SAFB Ex Officio	1

Current Applicants: Matt Marrs, William Parkin, Aston Pecor, and Alan Sizemore.